

**Gravenstein Union School District
Board of Trustees - Regular Board Agenda
5:00 p.m. – Open Session - Gravenstein School – Room 13
Closed Session to follow Open Session
Wednesday, September 14, 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 7-13-2016, Regular Meeting Minutes 8-10-2016 and Special Board Meeting Minutes 8-16-2016
- C. Vendor Warrants
- D. Accept donation of book from Bart King and a donations through DonorsChoose.org for tents for A. Brown's class
- E. Approval of contract with Nancy Ricciardi for \$1,870
- F. Acknowledgement of the retirement of Howatt, Catrina, 1 FTE Business Manager effective 12/16/2016.
Motion _____ Second _____ Vote _____

IV. REPORTS/CORRESPONDENCE

- A. Board Reports
- B. Superintendent Report:
 - 1. 2016-17 enrollment
 - 2. Transportation JPA Update
 - 3. Beginning of School Update
 - 4. AED Report
- C. Hillcrest Report
- D. GUTA Report

V. BUSINESS

- A. Update on Gravenstein Modernization – Phase II – Update
Motion _____ Second _____ Vote _____
- B. Gravenstein Modernization – Phase II – Ratification of Change Order #3 – Custom Switch Gear - \$13,053.35
Motion _____ Second _____ Vote _____
- C. Gravenstein Modernization – Phase II – Ratification of Change Order #5 – ACT Ceilings in Restrooms - \$2,699.66
Motion _____ Second _____ Vote _____
- D. Gravenstein Modernization – Phase II – Ratification of Change Order #6 – Relocation of Return Air Grills - \$5,207.20
Motion _____ Second _____ Vote _____
- E. Gravenstein Modernization – Phase II – Ratification of Change Order #7 – Lighting System Changes - \$2,623.95
Motion _____ Second _____ Vote _____

F. Gravenstein Modernization – Phase II – Ratification of Change Order #8 – Misc T & M work - \$5,865.00
Motion _____ Second _____ Vote _____

G. Gravenstein Modernization – Phase II – Ratification of Change Order #9 – Misc T&M Electrical work – \$5,610.00
Motion _____ Second _____ Vote _____

H. Gravenstein Modernization – Phase II – Ratification of Change Order #10 –Reroute Underground Fire Alarm Conduits -- \$ 19,591.24
Motion _____ Second _____ Vote _____

I. Gravenstein Modernization – Phase II – Ratification of Change Order #11 – Install Isolation Valves for water system - \$14,657.22
Motion _____ Second _____ Vote _____

J. Gravenstein Modernization – Phase II – Ratification of Change Order #12 – Relocation of Electrical Panel 4LA - \$3,721.18
Motion _____ Second _____ Vote _____

K. Gravenstein Modernization – Phase II – Ratification of Change Order #13 – Flooring Changes in Wing A Restrooms – (\$60.13)
Motion _____ Second _____ Vote _____

L. Gravenstein Modernization – Phase II – Ratification of Change Order #1 with Silver Creek Industries, Inc. – Manu factor’s Error - Ceiling Height at 8 ½’ not 9’ – 10% credit of (\$36,610.50)
Motion _____ Second _____ Vote _____

M. Gravenstein Modernization – Phase III and Shade Structure – Authorize AXIA to proceed with Phase III design -- \$ 94,500
Motion _____ Second _____ Vote _____

N. Approval of 2015-16 Unaudited Actuals
Motion _____ Second _____ Vote _____

O. Approval of Resolution #160914-1 for 2015-16 Gann Limit
Motion _____ Second _____ Vote _____

P. Approval of Overnight Field Trips for 2016-17
Motion _____ Second _____ Vote _____

Q. CSBA Call for Nominations for Directors-at-Large Asian/Pacific Islanders and Hispanic
Motion _____ Second _____ Vote _____

R. Approval of IXL Learning Implementation Proposal – 1 year subscription – Curriculum support
Motion _____ Second _____ Vote _____

VI. BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

A. BP/AR 6154 Homework Policy

Motion _____ Second _____ Vote _____

B. BB 9270 – Conflict of Interest – Biennial Review

Motion _____ Second _____ Vote _____

VII. FUTURE MEETING DATES AND AGENDA ITEMS

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

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

IX. ADJOURN TO CLOSED SESSION

Time _____ Motion _____ Second _____ Vote _____

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

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

C. Public Employee

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

Motion _____ Second _____ Vote _____

2. Hiring -- .53 FTE Probationary Physical Education Teacher –

Motion _____ Second _____ Vote _____

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

Motion _____ Second _____ Vote _____

C. Superintendent Evaluation

Motion _____ Second _____ Vote _____

XI. RECONVENE TO OPEN SESSION

Time _____ Motion _____ Second _____ Vote _____

A. Announce Action Taken in Closed Session

XII. ADJOURNMENT

Time _____ Motion _____ Second _____ Vote _____

**GRAVENSTEIN UNION SCHOOL DISTRICT
REGULAR BOARD MEETING
MINUTES
July 13, 2016**

- I. **CALL TO ORDER** Pres. Horn called the meeting to order at 5:02 PM, Mem. Beck, Weaver and Wickland present, Mem. Virji absent.
- II. **PUBLIC INPUT ON ITEMS NOT ON THE AGENDA** No public input.
- III. **APPROVAL OF CONSENT AGENDA**
- A. Approval of Agenda Order
- B. Approval of Minutes: Regular Meeting Minutes 6-08-2016, and Special Board Meeting 6-20-2016 Minutes from 6-8-2016 should be amended under Business F – “...facilities *funding* is brought...”
- C. Vendor Warrants
- D. Contract with SCOE – IT Consultant for 2015-16 – Not to Exceed 1000 hours - \$48,000
- E. Williams Quarterly Report ending June 30, 2016
- F. Acknowledgement of retirement – Barbara Oakley – Classified School Secretary as of 6-30-2016 Pres. Horn moved to approve the Consent Agenda with the changes as noted above, Mem. Weaver seconded, 5-0 yes. .
- IV. **REPORTS/CORRESPONDENCE**
- A. Board Reports The Board had no reports.
- B. Superintendent Report
1. 2016-17 Registration Currently enrollment is at least 774 with Gravenstein at 512. There is still a lot of movement with enrollment.
2. Summer Projects Superintendent Schwinn shared the main project is construction on the Gravenstein Elementary campus. She discussed possible carpet and paint for D wing. Hillcrest is currently being cleaned.
3. CAASPP/Smarter Balanced Testing CAASPP test results were distributed. The majority of students are proficient or advanced.

Results 2016

4. 2015 APR Report No report.

C. GUTA Report

Christina Umini is the new GUTA president.; Beth Trivunovic, Vice President; Allie Brown, secretary; Suzi Mattish, treasurer; Allison Rich, Membership; Linda Helton and Kory Briggs, Negotiators; Kelly Sporrer, Grievance Officer; Sally Redfern, Site Rep.; Kevin Parsons, site rep Hillcrest.

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

Doug Hilberman, AXIA reported on the progress on construction. Items that are driving the schedule include working with PG&E, need for change orders; modular buildings and fire alarm systems. Unanticipated “hiccups” construction has run into include soil conditions, unmarked utilities, power/generator issues, insulation above ceilings and other undiscovered existing conditions. Change orders will be coming to help keep construction on track.

Pres. Horn moved to approve Change Order (COR) #1 for \$29,334,97, Mem. Wickland seconded, 5-0 yes.

COR#2 for \$31,376.72 needs two revisions and corrections to school district name. Everyone agrees on the generators. COR to be brought back.

B. Gravenstein Modernization – Phase II – Ratification of Geotechnical Engineer Contract with Miller Pacific Engineering Group hourly with approximate cost of \$15,000.

Mem. Wickland moved to approve the Ratification of Geotechnical Engineer contract with Miller Pacific Engineering Group hourly with approximate cost of \$15,000, Mem. Weaver seconded, 5-0 yes.

C. Authorization for Superintendent and two Board Members to approve Phase II Change Orders up to the budgeted contingency limit (\$322,500)

Mem. Wickland moved to Authorize Superintendent, Board President, and one additional Board Member to approve Phase II Change Orders up to budgeted contingency limit (\$322,500) Mem. Weaver seconded, 5-0 yes.

D. Consolidated Categorical Program Application Submission (CARS) for 2016-17

Horn moved to approve, Clerk Beck seconded, 5-0 yes.

E. 2016-17 Agreement with Sonoma County Office of Education (SCOE) for

Pres. Horn moved to approve, Mem. Wickland seconded, 5-0 yes.

**Instructional Resources Center
Services -- \$4,928.00**

- F. 2016-17 Memorandum of Understanding with the Sonoma County Superintendent of Schools for the North Coast Beginning Teacher Program (NCBTP)** Mem. Wickland moved to approve, Mem. Weaver seconded. 5-0 yes.
- G. 2016-17 Contract with SCOE – IT Consultant – Not to exceed 1,000 hours – \$48,000** Superintendent Schwinn presented an alternative to the contract with SCOE. Supt. Schwinn will work through the particulars and bring this item back to the August meeting.

Pres. Horn moved to table the contract with SCOE, Clerk Beck seconded, 5-0 yes.
- H. 2016-17 Agreement with Santa Rosa City Schools for Meals** The contract has not been received from Santa Rosa City Schools at this time.

Pres. Horn moved to table, Mem. Wickland seconded, 5-0 yes.
- I. 2016-17 School Meal Prices** Pres. Horn moved to table, Mem. Wickland seconded, 5-0 yes.
- J. 2016-17 Student / Parent GUSD Handbook** Pres. Horn moved to approve the 2016-17 Student/Parent GUSD Handbook, Mem. Weaver seconded, 5-0 yes.
- K. Gravenstein Union teachers Association (GUTA) Sunshine for 2016-17** No action.
- L. Resolution #160713-1 – Bank Signatures Authorizations** **Add who was authorized to sign.** Mem. Wickland moved to approve, Mem. Appling seconded, 5-0 yes.
- M. Review 2015-16 Board/Superintendent Goals and 2015-16 Accomplishments/Actions** No action taken. The review of 2015-16 Board/Superintendent Goals and 2015-16 Accomplishment/Actions- tabled to a Special Meeting to be held on August 8th at 4pm at Hillcrest. Horn moved/Wickland second, 5-0.
- N. Update on Installation and Training for AEDs** No Update.
- O. Update on the Red Cross Agreement** No Update.

VI. BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

A. Discussion on BP/AR 6154 Homework Policy

Supt. Schwinn stated the need to have a process with the teachers before the Board takes action. Board member Appling had a question about process of getting the policy ratified. Teachers and administrators will discuss the policy further then bring it back to the board. Comments from parent with concern about giving young children homework. Concern about the mindfulness of homework. Discussion about what happens if student does not complete homework. Teachers and administrators did read parent's research and some of their own research.

Pres. Horn moved to continue the item at the September Board Meeting, Mem. Weaver seconded, 5-0 yes.

B. BP/AR 5145.3 Nondiscrimination / Harassment

Pres. Horn moved to table the item to the August meeting, Mem. Wickland seconded, 5-0, yes.

VII. FUTURE MEETING DATES AND AGENDA ITEMS

- Next Meeting Date: August 10, 2016

- Special Meeting -August 8, 2016 at 4pm at Hillcrest.
- Future Meeting - August 10, 2016 at 5pm at Hillcrest.

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No public input.

IX. ADJOURN TO CLOSED SESSION

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

Pres. Horn moved to adjourn to closed session at 7:14 PM, Mem. Wickland seconded, 5-0 yes.

B. Public Employee

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

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

Julia Garson

- 2. **Hiring – 1.0 FTE
Temp/Long Term
Substitute Sp Ed
Credential Teacher (8-24-
16 to 12-22-16)** No Action.
- 3. **Hiring – Teacher
Assistant (1) F/T and (1)
P/T** No Action.
- 4. **Hiring – School
Secretary F/T** No Action.

C. Superintendent Evaluation No Action.

**X. RECONVENE TO OPEN
SESSION** Pres. Horn moved to reconvene to Open Session at 7:53 PM,
Mem. Wickland seconded, 5-0 yes.

A. Announce action taken in Closed Pres. Horn reported action as noted above

XI. ADJOURNMENT Pres. Horn moved to adjourn at 7:54 PM, Mem. Wickland
seconded, 5-0 yes.



GRAVENSTEIN UNION SCHOOL DISTRICT

Jennifer Schwinn, Superintendent

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Board of Trustees

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

**Board minutes for
8/10/2016
will follow
under separate cover**

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

Tuesday August 16, 2016

I. CALL TO ORDER

Pres. Horn called the meeting to order at 8:33 AM. Clerk Beck, and Member Appling were present. Member Weaver arrived at 8:34 AM. Member Wickland was absent.

II. BUSINESS

- A. **Amend Resolution #160810-1 – Request to hire a STRS retiree within 180 days of retirement** Pres. Horn moved to amend Resolution #160810-1, Mem. Weaver seconded, 4-0, yes.

III. ADJOURNMENT

Pres. Horn moved to adjourn at 8:40 AM, Clerk Beck seconded, 4-0, yes.

Checks Dated 08/01/2016 through 08/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1502507	08/03/2016	Lakeshore Learning Materials	01-4359	Classrm Supplies - Grav Dellosa/Clement/Trivunovic	214.37	
			03-4310	Classrm Supplies - Grav Dellosa/Clement/Trivunovic	67.78	
1502508	08/03/2016	Office Depot	03-4359	Classrm Supplies - Grav Tomsy/Oterson	34.50	378.25
			01-4359	Classrm Supplies - Grav Tomsy/Oterson	61.60	
				Classroom Supplies - Grav Dellosa & Clement	325.12	
			03-4310	Classrm Supplies - Grav Haas	71.32	
				Classrm Supplies - Grav Gorman	44.92	
			03-4359	Classrm Supplies - Grav Gorman	512.30	
				Classrm Supplies - Grav Haas	240.20	
				Classrm Supplies - Grav Mattish	101.06	
				Classrm Supplies - Grav Sprinkle/DeBolt/Basque	142.23	
				Classrm Supplies - Grav Urmini	328.17	
				Classroom Supplies - Grav Kindred	136.62	
				Classroom Supplies - Grav Tomsy	127.17	
				Classroom Supplies - Gravenstein Briggs	141.75	
1502509	08/03/2016	J. Stanley Correia	04-4350	Classrm Supplies - Grav Candau/Nordstrom	456.20	3,258.02
			03-5830	Supplies Hillcrest Office	630.96	
				16/17 Psych Services	880.00	
			04-5830	16/17 Psych Services	1,200.00	2,080.00
1503256	08/05/2016	American Storage LLC	21-6200	Storage for Furniture @ Gravenstein	640.00	900.00
1503257	08/05/2016	Cambium Learning Inc.	03-4110	Language! @ Grav & Hillcrest 16/17	12.01	
			04-4110	Language! @ Grav & Hillcrest 16/17	817.00	1,457.00
1503258	08/05/2016	E3 Diagnostics	03-5830	Annual Calibration of Audiometer 2016-17	55.25	
			04-5830	Annual Calibration of Audiometer 2016-17	29.75	85.00
1503259	08/05/2016	Catrina Howatt	01-5950	Reimb for Summer - Bulk Mailing 16/17	144.27	
			03-5950	Reimb for Summer - Bulk Mailing 16/17	84.16	240.44
1503260	08/05/2016	Isaac Kuster	04-5950	Reimb for Summer - Bulk Mailing 16/17	84.16	5,610.00
			40-6230	DSA Class I Inspector Grav Modern Phase II		
1503261	08/05/2016	LACO Associates	21-9510	Special Inspect & Testing @ Grav Summer 2016	2,704.00	
1503262	08/05/2016	McGraw-Hill School Education	03-4110	2016/17 ELA - Grades K & 1		12,345.34
1503263	08/05/2016	Murray Building, Inc.	21-6200	Grav Elem Modernization Phase II		705,370.62
1503264	08/05/2016	Office Depot	01-4350	Business Office Supplies	6.54	

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 08/01/2016 through 08/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1503264	08/05/2016	Office Depot	03-4350	Business Office Supplies	78.42	
			04-4350	Business Office Supplies	45.74	130.70
1503265	08/05/2016	Pacific Gas & Electric	01-5520	Light Poles at Grav Elem 2016-17	1.74	
			03-5520	Electric and Gas for 2016-17 Gravenstein	79.34	
				Electric and Gas for 2016-17 Gravenstein	913.13	
			04-5520	Light Poles at Grav Elem 2016-17	20.04	
				Electric and Gas for 2016-17 @ Hillcrest	1,146.63	
				Electric and Gas for 2016-17 Gravenstein	10.53	2,171.41
1503266	08/05/2016	Really Good Stuff Inc.	03-4359	Clssrm Supplies - Grav Carlson	65.22	
				Unpaid Sales Tax	4.29	60.93
1503267	08/05/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools and DO for 16/17	32.65	
			03-5631	Copier Lease at schools and DO for 16/17	381.81	
			04-5631	Copier Lease at schools and DO for 16/17	339.10	
1503268	08/05/2016	School Speciality	03-4359	Clssrm Supplies - Grav Mattfish & Urmini	84.00	
1503269	08/05/2016	Schoolwise Inc.	01-5840	Schoolwise & Gradebook 2016-17	3,056.00	
			03-5840	Schoolwise & Gradebook 2016-17	1,965.00	5,105.00
			04-5840	Schoolwise & Gradebook 2016-17	10.23	
1503270	08/05/2016	Sonoma County Office Of Ed.	01-4350	PAN 2016-17	122.76	
			03-4350	PAN 2016-17	71.61	204.60
			04-4350	PAN 2016-17	6.50	
1503271	08/05/2016	Verizon	01-5912	Supt Phone & Tablet Service	77.93	
			03-5912	Supt Phone & Tablet Service	45.46	129.89
			04-5912	Supt Phone & Tablet Service	30.74	
1503272	08/05/2016	West Sonoma County Disposal	01-5560	Waste Disposal for Grav 2016-17	353.56	
			03-5560	Waste Disposal for Grav 2016-17	214.60	598.90
			04-5560	Hillcrest Garbage service 2016-17		7,759.51
1503735	08/10/2016	ACSIG	01-9573	Employee's Dental Plan Coverage 16/17		350.00
1503736	08/10/2016	Analy Band Wagon	04-5829	Band Participation in Fall Music Festival - 2016	10,928.80	
1503737	08/10/2016	AXIA	21-6210	Gravenstein Modernization, Job #940	237.32	11,166.12
1503738	08/10/2016	California's Valued Trust	21-6215	Gravenstein Modernization, Job #940		39,518.00
			01-9572	Employee's CVT Health Plan Coverage 16/17		
1503739	08/10/2016	KONE Inc	04-5830	Hillcrest wheelchair lift servicing	580.00	
				Semi-annual wheelchair lift servicing & inspection	360.00	940.00
1503740	08/10/2016	Robert Gerhold dba NorBay Consulting	21-9510	Grav Mod - Asbestos Abatement and Air Testing		4,640.00

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Checks Dated 08/01/2016 through 08/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1503741	08/10/2016	Office Depot	03-4359	Classroom Supplies - Grav Otterson		68.39
1503742	08/10/2016	RESIG	01-9570	Kaiser Coverage for Class. & Admin. 2016/17		18,279.00
1503743	08/10/2016	Santa Rosa Fire Equipment Inc.	04-5600	Annual fire alarm testing @ Hillcrest 2016/17		1,083.20
1504485	08/12/2016	AT&T Calnet 3	01-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	18.47	
			03-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	220.50	
			04-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	111.68	
				Hillcrest AT&T CALNET 3 Charges 2016-17	43.28	393.93
1504486	08/12/2016	Dept Of Justice, Acctg Office	01-5862	Fingerprinting for staff 2016-17	9.60	
			03-5862	Fingerprinting for staff 2016-17	115.20	
			04-5862	Fingerprinting for staff 2016-17	67.20	192.00
1504487	08/12/2016	Beth Haas	03-5826	3rd Grade Traditional Field Trip - Haas	404.00	
				3rd Grade Traditional Field Trip - Vestal	404.00	808.00
1504488	08/12/2016	Miller Pacific Eng Group	21-6230	Gravenstein Mod Pase II - Geotechnical Eng		3,027.90
1504489	08/12/2016	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2016-17	18.40	
			03-5530	Gravenstein Elem Water Service for 2016-17	211.60	230.00
1505113	08/17/2016	California School Boards Assoc	01-5300	CSBA GAMUT Online YR 2016-17	81.00	
			03-5300	CSBA GAMUT Online YR 2016-17	972.00	1,620.00
			04-5300	CSBA GAMUT Online YR 2016-17	567.00	1,299.78
1505114	08/17/2016	The University of Cambridge	03-4110	Spanish 3rd Grade Text & Materials		1,620.00
1505115	08/17/2016	County Of Sonoma	13-5802	Food site inspection Gravenstein 16/17	616.00	1,299.78
				Food Site Inspection Hillcrest 16/17	616.00	1,232.00
1505116	08/17/2016	Premier Agendas Inc.	03-4310	Student Planners for 2016-17	1,421.98	3,061.57
			04-4310	Student Planners for 2016-17	1,639.59	114.40
1505117	08/17/2016	RESIG	01-9574	Retiree Vision Coverage 16/17		13.91
1505118	08/17/2016	Ricoh Americas Corporation	01-5631	Copier Lease at schools - Duplicator 16/17	160.01	354.40
			03-5631	Copier Lease at schools - Duplicator 16/17	180.48	
			04-5631	Copier Lease at schools - Duplicator 16/17	215.15	
1505119	08/17/2016	Seat Sack	04-4310	Kinman - Instructional Supplies		198.75
				Unpaid Sales Tax	16.40	233,995.92
1505120	08/17/2016	Silver Creek Industries Inc	21-6200	Grav Modular Buildings		

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

Checks Dated 08/01/2016 through 08/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1505121	08/17/2016	Sonoma County Office Of Ed.	01-4351	2016-17 Paper Order	166.60	
			03-4351	2016-17 Paper Order	1,999.16	
			04-4351	2016-17 Paper Order	1,166.18	3,331.94
1505122	08/17/2016	Stephen Roatch Accountancy	01-9510	2015/16 Audit Contract	255.00	
			03-9510	2015/16 Audit Contract	2,958.00	
			04-9510	2015/16 Audit Contract	1,887.00	5,100.00
1505123	08/17/2016	Virco	03-4310	Student Desks and Chairs 4/5 Combo Class		1,452.90
1505124	08/17/2016	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2016-17	21.88	
			03-5530	Gravenstein Elem Water Service for 2016-17	251.56	273.44
1505785	08/19/2016	All-Guard Alarm Systems, Inc	01-5830	Alarm system at Grav Elem 2016-17	44.40	
			03-5830	Alarm system at Grav Elem 2016-17	510.60	
			04-5830	Alarm system at Hillcrest, 2016-17	570.00	1,125.00
1505786	08/19/2016	Analytical Sciences	01-5830	Water testing for Grav 2016/17	6.56	
			03-5830	Water testing for Grav 2016/17	75.44	82.00
1505787	08/19/2016	CDW Government Inc	04-4341	Chromebooks & Carts for 7th Grade LA	5,433.56	
			04-4440	Chromebooks & Carts for 7th Grade LA	1,307.86	6,741.42
1505788	08/19/2016	Committee For Children	03-4310	Second Step Curriculum - 4/5 Combo	907.14	
				Unpaid Sales Tax	69.14	838.00
1505789	08/19/2016	Houghton Mifflin Harcourt	04-4110	6th-8th Grade Math Books - 1 year option		11,374.16
1505790	08/19/2016	J.W. Pepper & Son Inc.	04-4310	Hilcrest Music 2016-17		366.74
1505791	08/19/2016	Office Depot	03-4359	Classroom Supplies - Grav	87.75	
				Crandall/Redfern		
				Classroom Supplies - Grav Trivunovic	223.21	
				Classrm Supplies - Hillcrest 6th Grade	578.42	
				Classrm Supplies - Hillcrest Hilleshiem	55.28	
				Classrm Supplies - Hillcrest Jex-Lewis	158.42	
				Classrm Supplies - Hillcrest Shore & Sporer	260.21	1,363.29
1505792	08/19/2016	School Outfitters	03-4341	Headphones - Districtwide 16/17	381.58	
			04-4341	Headphones - Districtwide 16/17	295.44	677.02
1507492	08/26/2016	Business Card	01-4362	Fuel for maintenance	4.43	
			01-4380	Maint. Supplies @ Gravenstein	49.78	
				Maint. Supplies @ Grav. & Hillcrest	.55	
			01-4390	New Superintendent Ipad Case	4.87	

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 08/01/2016 through 08/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1507492	08/26/2016	Business Card	01-5912	Supt Phone & Tablet Service - June 2016 Bill	9.69	
			03-4362	Fuel for maintenance	51.50	
			03-4380	Maint, Supplies @ Gravenstein	572.49	
				Maint. Supplies @ Grav. & Hillcrest	6.40	
			03-4390	New Superintendent Ipad Case	58.44	
			03-5560	E Waste Fee	5.00	
			03-5912	Supt Phone & Tablet Service - June 2016 Bill	116.27	
			04-4362	Fuel for maintenance	32.58	
			04-4380	Maint. Supplies @ Grav. & Hillcrest	33.79	
			04-4390	New Superintendent Ipad Case	34.10	
			04-5912	Supt Phone & Tablet Service - June 2016 Bill	67.82	1,047.71
1507493	08/26/2016	California School Boards Assoc	01-5300	CSBA Dues 2016-17	281.95	
			03-5300	CSBA Dues 2016-17	3,383.40	
			04-5300	CSBA Dues 2016-17	1,973.65	5,639.00
1507494	08/26/2016	RESIG	01-9574	Retiree Vision Coverage 16/17	57	57.20
Total Number of Checks					57	1,113,502.74

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	27	67,518.44
03	Gravenstein Elementary Charter	36	40,034.24
04	Hillcrest Middle Charter	31	37,393.33
13	Cafeteria Fund	1	1,232.00
21	Building	7	961,804.56
40	Special Reserve-capital Proj	1	5,610.00
Total Number of Checks		57	1,113,592.57
Less Unpaid Sales Tax Liability			89.83
Net (Check Amount)			1,113,502.74

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.

TO: Principal and Administrators at Gravenstein Elementary School
FROM: DonorsChoose.org (212-239-3615)
RE: Mrs. Brown got funding for her classroom

Give Mrs. Brown a high five! Mrs. Brown recently earned funding at DonorsChoose.org for a classroom project called "4th Grade Camping Field Trip ". A list of your donors is at bottom of this fax!

The resources for this project will arrive soon, and we hope you'll ensure they promptly reach Mrs. Brown's classroom.

1. columbia 10 Person Dome Tent, Red/Grey quantity 2, \$256.49 each
2. Columbia Pinewood 10 Person Dome Tent (Fuse... quantity 2, \$256.49 each

Please tell your front office to expect delivery of any materials within the next few weeks, and ask them to inform Mrs. Brown when packages arrive.

If Mrs. Brown is no longer teaching at your school, or if there is another reason this donation should not be made, please contact us immediately at principals@donorschoose.org. Save this notice if you need documentation of grants received.

DonorsChoose.org is a free nonprofit website where teachers at your school can receive funding for student resources. All we ask teachers to provide in return is a "thank-you package" for their donors. For information about control or use of resources funded through our site, visit www.donorschoose.org/resourcepolicy.

Thank you for fostering an environment where teachers go above and beyond for their students!

The DonorsChoose.org Team

P.S. Mrs. Brown inspired donations from:

Beth and Mike Bollinger (California)
Sissy Blanchard (Bodega Bay, CA)
Doug and Linda Richmond (Sebestopol, CA)
Shannon Gallagher-Bolton (La Jolla, CA)
Jill Faccinto (California)
Henry Weber (Sonoma, CA)
Juan Marquez (Sebastopol, CA)
Norman Dunning
Anonymous (California)
Cheryl DeMarta (California)
Claudine Richmond (Sebastopol, CA)
Cara & Sean Miles (California)
Jacqueline Richmond (California)
Jessica Tiemann (California)
Rebekah Schmitt (California)
Angela Jamar (California)
Reed Johnston (California)

Jen and Michael Dunning (California)
Jackie Dietlin (California)
Kasey Hillier (California)
Carrie Guzman (California)
Hiedie Conner (California)
Claudine Sweeters (California)
Amanda Rothchild (California)
Kevin John (California)

See why these donors gave at <https://www.donorschoose.org/project/4th-grade-camping-field-trip/2145708/>.

134 West 37th Street, 11th Floor | New York, NY 10018
www.donorschoose.org | principals@donorschoose.org | 212-239-3615

AGREEMENT WITH AN INDEPENDENT CONTRACTOR

THIS AGREEMENT, entered this 30th day of August, 2016 by and between the GRAVENSTEIN UNION SCHOOL DISTRICT, a political subdivision of the State of California. Hereinafter-called "District", and Nancy Ricciardi hereinafter-called "Contractor".

WITNESSETH:

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

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

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

1. Services to be performed by contractor:
Art Instruction to students.
2. Payments: in consideration of the services set forth, the District shall pay to Contractor a sum of money not to exceed, during the term of this agreement the session rate of \$85.00, not to exceed a total of \$1,870. Payment of the aforesaid sum shall be made in the following manner: Payments shall be made as invoiced with a detailed invoice by the Contractor.
3. Relationship of the parties. It is understood that this is an agreement by and between Independent Contractor(s), and is not Intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association or any other relationship whatsoever other than that of Independent Contractor.
4. Indemnification and Insurance. Contractor agrees to hold District harmless from any damage or injuries, which may occur to persons or property as a result of Contractor's activities pursuant to this agreement.
5. Non-assignability. Contractor shall not assign this agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this agreement.
6. Contact terms. This agreement shall be in effect from August 25, 2016 until November 30, 2016, provided, however, that either party may terminate this agreement by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination.

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

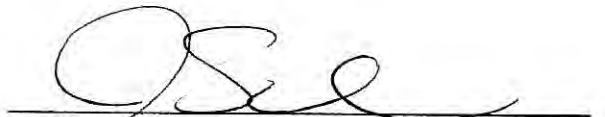
Contractor's Name Nancy Ray Ricciardi

Address:

City _____:

Fax #/em

Telephone


Signature, Jennifer Schwinn, District Superintendent

Signature,

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

September 2016	PK	K	1	2	3	4	5	6	7	8	Totals
Teachers											
Crandall ENRICH!		19									19
Hanchey ENRICH!		20									20
Trivunovic		18									18
Reid-Tomsky TK		17									17
Redfern		18									18
Candau ENRICH!			21								21
Groody ENRICH!			21								21
Dellosa			19								19
Clement			18								18
Otterson				19							19
Basque ENRICH!				20							20
DeBolt ENRICH!				20							20
Sprinkle				19							19
McGough					21						21
Mattish ENRICH!					20						20
Nordstrom ENRICH!					21						21
Haas					20						20
Brown ENRICH!						26					26
Sully ENRICH!						22					22
Molina						21					21
Davis						10	7				17
Gorman ENRICH!							25				25
Pugno ENRICH!							24				24
Urmini							18				18
Helton								15			15
Kinman								14			14
Dexter ENRICH!								24			24
Rich ENRICH!								24			24
Collins ENRICH!									26		26
Clements ENRICH!									25		25
Blanco									17		17
Sotiras									18		18
Cole										29	29
Shore ENRICH!										26	26
Sporrer ENRICH!										26	26
Gravenstein Campus		92	79	78	82	79	74				484
Hillcrest Campus								77	86	81	244
September 2016	0	92	79	78	82	79	74	77	86	81	728
September 2015	6	92	79	82	68	76	74	89	84	85	735
September 2014	0	88	77	65	68	67	74	69	82	110	700
September 2013	0	98	64	70	67	71	63	72	102	107	714
September 2012	0	71	69	69	60	67	69	88	110	101	704
September 2011	0	76	69	60	65	59	84	88	91	81	673

2015
477
258
735



Distribution:

OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:

Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

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

Change Order No. 3
 Contract For: Phase 2
 Contract Date: 05-24-16
 DSA File No.: 49-39
 DSA App. No.: 01-115393
 Arch. Project No.: 940
 Arch File Code: 97.00

CONTRACTOR: Scott Murray Builders
 1181 Broadway
 Sonoma, CA 95476

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 60,994.61
The Contract Sum prior to this Change Order was	\$ 3,315,994.61
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 13,053.35
The new Contract Sum including this Change Order will be	\$ 3,329,047.96
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

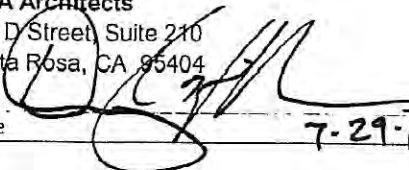
The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all tiers, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor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

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

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

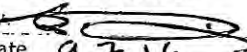
ARCHITECT

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

By: 
 Date: 7-29-16

CONTRACTOR

Scott Murray Builders
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-7-16

OWNER

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

By: 
 Date: 9/15/16

Distribution:

OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

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

Change Order No. 5
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 118,232.17
The Contract Sum prior to this Change Order was	\$ 3,373,232.17
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 2,699.66
The new Contract Sum including this Change Order will be	\$ 3,375,931.83
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

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

ARCHITECT

AXIA Architects

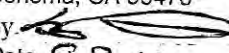
250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date: 8-8-16

CONTRACTOR

Murray Building Inc.

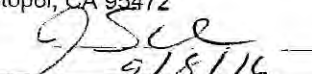
1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-7-16

OWNER

Gravenstein Union School District

3840 Twig Ave.
 Sebastopol, CA 95472

By: 
 Date: 9/8/16

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 IOR (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

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

Change Order No. 6
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 120,931.83
The Contract Sum prior to this Change Order was	\$ 3,375,931.83
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 5,207.20
The new Contract Sum including this Change Order will be	\$ 3,381,139.03
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

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

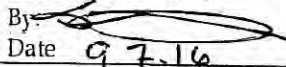
ARCHITECT

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

By: 
 Date: 8-8-16

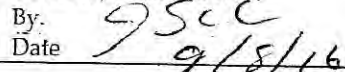
CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-7-16

OWNER

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

By: 
 Date: 9/8/16

Distribution:

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



Via:

Fax	
E-Mail	
Mail	X
Overnite	
Hand	X

CHANGE ORDER

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

Change Order No.	7
Contract For:	Phase 2
Contract Date	05-24-16
DSA File No.:	49-39
DSA App. No.:	01-115393
Arch. Project No.:	940
Arch File Code:	97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 126,139.03
The Contract Sum prior to this Change Order was	\$ 3,381,139.03
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 2,623.95
The new Contract Sum including this Change Order will be	\$ 3,383,762.98
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

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

ARCHITECT AXIA Architects 250 D Street, Suite 210 Santa Rosa, CA 95404 By:  Date: 8-8-16	CONTRACTOR Murray Building Inc. 1181 Broadway Sonoma, CA 95476 By:  Date: 9-7-16	OWNER Gravenstein Union School District 3840 Twig Ave. Sebastopol, CA 95472 By:  Date: 9/5/16
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Distribution:

OWNER
 ARCHITECT
 CONTRACTOR
 FOR (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

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

Change Order No. 8
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 128,762.98
The Contract Sum prior to this Change Order was	\$ 3,383,762.98
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 5,865.00
The new Contract Sum including this Change Order will be	\$ 3,389,627.98
The Contract Time will be UNCHANGED by this Change Order in the amount of	0
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

ARCHITECT
AXIA Architects

250 D Street, Suite 210
 Santa Rosa, CA 95404

By:
 Date

8-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By:
 Date

9.7.16

OWNER

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

By:
 Date

9/8/16

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 FOR (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

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

Change Order No. 9
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 134,627.98
The Contract Sum prior to this Change Order was	\$ 3,389,627.98
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 5,610.00
The new Contract Sum including this Change Order will be	\$ 3,395,237.98
The Contract Time will be UNCHANGED by this Change Order in the amount of	0
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

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

ARCHITECT

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

By: 
 Date: 8-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-7-16

OWNER

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

By: 
 Date: 9/8/16

Distribution:

OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

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

Change Order No. 10
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 140,237.98
The Contract Sum prior to this Change Order was	\$ 3,395,237.98
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 19,591.24
The new Contract Sum including this Change Order will be	\$ 3,414,829.22
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

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

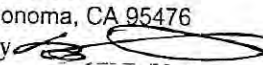
ARCHITECT

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

By: 
 Date: 8-8-16

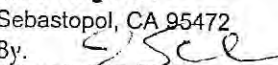
CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-7-16

OWNER

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

By: 
 Date: 9/8/16

Distribution:

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



Via:

Fax	
E-Mail	
Mail	X
Overnite	
Hand	X

CHANGE ORDER

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

Change Order No. 11
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 159,829.22
The Contract Sum prior to this Change Order was	\$ 3,414,829.22
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 14,657.22
The new Contract Sum including this Change Order will be	\$ 3,429,486.44
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

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

ARCHITECT

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

By: 

Date: 8.8.16

CONTRACTOR

Murray Building Inc.
1181 Broadway
Sonoma, CA 95476

By: 

Date: 9.7.16

OWNER

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

By: 

Date: 9/18/16

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 FOR (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

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

Change Order No. 12
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 174,486.44
The Contract Sum prior to this Change Order was	\$ 3,429,486.44
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 3,721.18
The new Contract Sum including this Change Order will be	\$ 3,433,207.62
The Contract Time will be UNCHANGED by this Change Order in the amount of	TBD
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

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


ARCHITECT

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

By: 
 Date: 8-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9-7-16

OWNER

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

By: 
 Date: 9/8/16

Distribution:
 OWNER
 ARCHITECT
 CONTRACTOR
 OWNER (copy)
 DSA



Via:
 Fax
 E-Mail
 Mail
 Overnight
 Hand

CHANGE ORDER

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

Change Order No. 13
Contract For: Phase 2
Contract Date 05-24-16
DSA File No.: 49-39
DSA App. No.: 01-115393
Arch. Project No.: 940
Arch File Code: 97.00

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

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

Reserved for Architect's Stamp

Reserved for DSA Approval Stamp

The original Contract Sum was	\$ 3,255,000.00
Net change by previous Change Orders	\$ 178,207.62
The Contract Sum prior to this Change Order was	\$ 3,433,207.62
The Contract Sum will be DECREASED by this Change Order in the amount of	\$ (60.13)
The new Contract Sum including this Change Order will be	\$ 3,433,147.49
The Contract Time will be UNCHANGED by this Change Order in the amount of	0
The Date of Completion as of the date of this Change Order:	8/22/2016

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

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

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

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

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

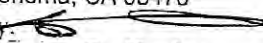
ARCHITECT
AXIA Architects

250 D Street, Suite 210
 Santa Rosa, CA 95404

By: 
 Date: 8-8-16

CONTRACTOR

Murray Building Inc.
 1181 Broadway
 Sonoma, CA 95476

By: 
 Date: 9.7.16

OWNER

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

By: 
 Date: 9/8/16

Change Order

Distribution to:

- Owner
- Architect
- Contractor
- Field

Project: 10800 / GRAVENSTEIN ELEMENTARY
 (name and address) SCHOOL
 3840 TWIG AVENUE
 SEBASTOPOL, CA 95472

Change order number: OCO-1

Initiation date: 07/22/16

Architect's project no:

To: Silver Creek Industries Inc
 (contractor) 2830 Barrett Avenue
 Perris, CA 92571

Contract for: GRAVENSTEIN ELEMENTARY

Contract date: 03/18/16

You are directed to make the following changes in this Contract:

Credit to owner due to manufacturer error.


Not valid until signed by the Owner, the Architect, and the Contractor.

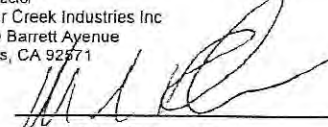
The original (Contract Sum) (Guaranteed Maximum Price) was	.....	\$366,105.00
Net change by previously authorized Change Orders	.....	\$0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	.....	\$366,105.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	.....	\$-36,610.50
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	.....	\$329,494.50
The Contract Time will be (increased) (decreased) (unchanged) by () days		
The date of Substantial Completion as of the date of this change order therefore is	_____	

Architect
 AXIA Architects

Contractor
 Silver Creek Industries Inc
 2830 Barrett Avenue
 Perris, CA 92571

Owner
 GRAVENSTEIN UNION SCHOOL
 DISTRICT
 3840 TWIG AVENUE
 SEBASTOPOL, CA 95472

By 
 Date 8-3-16

By 
 Date 7-22-16

By 
 Date 8/3/16

Project: Gravenstein Union School District
Gravenstein Elem. School Modernization –
Phase 3
Project No. _____

AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement (Agreement) made and entered into by and between Gravenstein Union School District, a political subdivision of the State of California, herein called District and AXIA Architects, A California Corporation, herein called Architect, WITNESSETH:

WHEREAS, District proposes to undertake the construction of an improvement project herein described which requires the services of a duly qualified and licensed Architect, and

WHEREAS, Architect represents that Architect is licensed to practice Architecture in the State of California and qualified to provide the services required by District, and

WHEREAS, the parties have negotiated upon the terms pursuant to which Architect will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is hereby agreed:

1. AGREEMENT

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

2. DESCRIPTION OF PROJECT

Architectural services shall be provided for the project known as the Gravenstein Union School District (GUSD) Gravenstein Elementary School Modernization Phase 3 and as further described in **Exhibit A**, Project Description and Schedule, which is hereby incorporated by reference (hereinafter Project). The Project is comprised of improvements located at Gravenstein Elementary School 3840 Twig Avenue, Sebastopol, CA 95472.

Included in Exhibit A is a Project Schedule indicating duration and milestone dates for key project tasks. Architect shall perform services consistent with this schedule as required by Paragraph 21, Time Schedule. Architect shall regularly report to District on actions required to meet milestone schedule dates and recommend further refinements in the schedule.

3. TERM OF AGREEMENT

This Agreement begins with execution of the Agreement by the parties and completes upon completion of services under the Agreement, unless terminated sooner. Should none of

the services stated herein be commenced by or before sixty (60) days from the date set forth by the parties in the execution clause, this Agreement is void.

4. COMPENSATION

As compensation for all services of Architect in performance of this Agreement, District shall pay to Architect:

a. **BASIC SERVICES:** For all "Basic Services," as set forth in Paragraph 5, below, and as specified in **Exhibit B**, Tasks and Responsibilities, which is attached and incorporated by this reference, compensation in the amount not to exceed \$80,325.00 plus expenses as set forth in **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, which is attached and hereby incorporated by reference.

b. **ADDITIONAL SERVICES:** For all additional services other than Basic Services, a fee to be agreed upon by the parties in writing prior to performance of such services by Architect, which fee may be a flat amount, or Architect's standard hourly rates, as set forth in Exhibit C, and necessary consultants at 1.10 times cost. Only the Superintendent or authorized designee may authorize additional or changed services. The parties expressly acknowledge that any other District employees are without authorization to order either additional or changed services or to waive contractual requirements of this Agreement. Failure of the Architect to secure proper authorization for additional or changed services shall constitute a waiver of any and all right to adjustment in the contract price as set forth herein, and Architect shall not be entitled to compensation for such unauthorized services.

c. **REIMBURSABLE EXPENSES:** "Reimbursable Expenses" are in addition to compensation for Basic and Additional Services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval by District's authorized representative. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses:

i. Expenses for authorized travel in connection with the project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

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

iii. Long distance telephone expense related to the Project.

iv. Actual and necessary agency or permit fees, if any, paid by Architect on behalf of District in connection with the Project.

d. TIME OF PAYMENTS: Architect's compensation shall be paid by District to Architect monthly, in arrears in accordance with the following conditions:

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

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PERCENTAGE OF TOTAL FEES</u>
Schematic Design	N/A	N/A
Design Development	30	30
Construction Documents	40	70
DSA Approval	3	73
Bid Phase	5	78
Construction Phase	17	95
DSA Closeout	5	100

ii. Payments on account of Additional Services, shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify in writing when such services are agreed upon.

iii. Each payment to Architect shall be made monthly in the usual course of District business after presentation by Architect of an invoice approved by District's authorized representative designating services performed, method of computation of amount payable, and amount payable. For Basic Services, Architect shall be paid all undisputed amounts within thirty (30) days from receipt of approved invoice. A service charge of one and one-half percent (1.5%) of the unpaid balance shall be charged monthly on all undisputed amounts unpaid after thirty (30) days.

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

5. BASIC SERVICES TO BE RENDERED BY ARCHITECT

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

a. SCHEMATIC DESIGN PHASE: Not part of this Agreement. Schematic Design was performed under a separate agreement and shall be the basis for the design services in this agreement.

b. DESIGN DEVELOPMENT PHASE: From the approved schematic design studies preparation of the design development documents consisting of site and floor plans,

elevations and other drawings and documents sufficient to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, kinds of materials and outline specifications, all for approval by District. Architect shall also provide District with a revised and updated written estimate of probable construction cost. Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies.

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

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

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

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

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

iii. Provide general direction to any Project inspector employed by and responsible to District as required by applicable law. Architect shall provide assistance to District

for District to direct the contractor in the preparation of a set of drawings indicating location of buried utility lines (as-built dimensions) which shall be forwarded to District upon completion of the Project.

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

v. Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies and keep District informed of the progress of the work by means of written reports.

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

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

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

ix. Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in such amount as Architect shall judge proper under the contract documents. Architect's approvals shall constitute representations to District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the

contractor's applications for payment, that the contractor's work has progressed to the points indicated. Architect's approvals shall not be representations that Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

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

xi. Provide a color schedule of all finished materials in the Project for District's review and approval.

xii. Determine dates of substantial and final completion and make final detailed on-site review of job with representatives of District and contractor, including preparation of punch list.

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

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

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

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

such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

f. POSTCONSTRUCTION PHASE: After the completion of Architect's Construction Phase services, Architect will be available for reasonable consultation relating to the Project and the plans drawn by Architect, and any disputes related to. Architect shall attend meetings, at the request of District, relating to completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or relating to any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps to obtain a DSA closeout letter for the Project. Services after notice of completion not covered by this subparagraph shall be compensated as Additional Services in accordance with Paragraph 4.c.

g. RESPONSIBILITY FOR CONSTRUCTION COSTS:

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

ii. Evaluation of District's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by Architect represent Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Architect nor District has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from

District's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by Architect.

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

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

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

- (a) award the contract and proceed with the Project;
- (b) authorize rebidding of the Project within a reasonable time;
- (c) cancel the Project and terminate this Agreement in accordance with Paragraph 15; or
- (d) direct Architect to revise the Project scope and quality as required to reduce the construction cost.

vi. If District chooses to proceed under item v.(4) above, Architect shall as part of Basic Services make such changes in plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

h. CONSULTANTS AND STAFF. District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior written approval except for an individual leaving the firms employ. If District finds the performance of an approved individual not acceptable, District will notify Architect who will take necessary corrective action. If unable to correct performance to District's satisfaction, Architect will make appropriate staffing changes acceptable to District.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge / Project Designer	Doug Hilberman	AXIA Architects
Project Architect	Doug Hilberman	AXIA Architects
Project Manager	Gregg Rake	AXIA Architects
Principal Engineer, Structural	Kevin Zucco	ZFA Structural Eng.
Principal Engineer, Mechanical	Tim Souza	TEP Engineers

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

ii. Architect shall cause each engineer and consultant listed above, before the time such engineer or consultant shall commence any services relating to the Project, to provide District with evidence that each such engineer and consultant has in effect a policy of comprehensive general liability insurance, which shall have the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement, and, in addition, is covered by a policy of professional liability insurance in a minimum amount of \$1,000,000.00 with an insurance carrier satisfactory to District.

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

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

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

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

k. Architect will consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the postconstruction phase noted above.

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

m. As part of Basic Services, Architect shall provide those specific services designated as Architect's tasks and responsibilities in Exhibit B hereto.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These additional services shall be provided by Architect if authorized in writing by District.

- a. Providing analyses of District's needs, and programming requirements of the Project as set forth in Paragraph 7.a.
- b. Providing financial feasibility or other special studies.
- c. Providing extensive planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
- d. Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.
- e. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to revise or verify the accuracy of drawings or other information furnished by District.
- f. Providing detailed quantity surveys or inventories of material, equipment and labor.
- g. Providing services required for or in connection with the selection of furniture and furnishing or equipment or articles not included in the construction contract.
- h. Providing services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.
- i. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of Architect.
- j. Preparing supporting data and other services such as extra drawings, trips, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of Architect.
- k. Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by District.
- l. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 4.a. as may be required in connection with the replacement of such work.

m. Providing professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract, except as provided in Paragraph 5(f).

n. Preparing a set of reproducible record prints of drawings showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to Architect.

o. Providing ongoing services if the agreed upon initial construction schedule is exceeded by more than sixty (60) days through no fault of the Architect.

p. As requested by District in writing, preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, that does not pertain in any way to Architect's services under this Agreement.

q. Providing any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted Architectural practice.

r. Community and other public liaison services: Preparation time and materials for presentation to community for all required community meetings excluding District board meetings; attending community and other public meetings in excess of four, excluding District board meetings.

s. Drawings and documents required for the demolition process.

t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, civil engineering, and security engineering, fire alarm and protection engineering, and landscape Architect.

u. Time and expenses preparing special presentation models, renderings or mock-ups.

v. Enactment or revisions of codes, laws or regulations or changes in official interpretations which necessitate changes to previously prepared documents other than those changes for which Architect should have reasonably foreseen.

w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.

x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.

y. Preparation of design and documentation for alternate bid or proposal requests by District when not required to meet the approved construction budget.

z. Preparing District-generated addenda during the Bidding Phase other than those needed to clarify the construction documents.

aa. Assistance with environmental and EIR studies other than those which would normally be required to complete Architect's Basic Services.

bb. Coordination of construction performed by District's own forces or coordination in connection with equipment supplied by District and not reflected within the contractor's construction costs.

cc. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.

ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.

ff. If the Project is suspended by District for more than sixty (60) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.

gg. Preparation of Energy Compliance documentation beyond basic California Building Code requirements.

hh. Services related to project phasing beyond conceptual analysis during the Schematic Design Phase.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems. If District requires Architect's assistance in developing any such information, Architect shall be compensated as an Additional Service in accordance with Paragraph 6.

b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.

c. Pay all fees required by any reviewing or licensing agency.

d. Designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.

- e. Furnish at District expense the services of any Project inspector agreed to or required by law.
- f. Review all documents submitted by Architect and advise Architect of decisions thereon within a reasonable time after submission.
- g. Issue any orders to contractors through Architect or with notice to Architect.
- h. Notify Architect in writing of any deficiencies in material or workmanship becoming apparent during the contractor's guarantee period.
- i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services and Title 21 and 24 of the California Code of Regulations and the Uniform Building Code with California amendments, as they may be amended from time to time.
- j. Provide copies of floor plans of existing buildings to be remodeled.
- k. Provide other services identified as "District's Responsibilities" in Exhibit B.

8. INDEMNITY

To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the District, the Governing Board of District, each member of the Board, and the District's officers, agents and employees from all claims or suits of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect and/or Architect's agents, consultants, or employees, but excluding liability to the extent resulting from the active or sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way or by any limitation on the amount or type of damages or compensation payable to Architect or its agents and employees under applicable policies of insurance, workers' compensation acts, disability benefits acts, or other employees, benefits acts. This indemnification obligation survives the performance of architectural services under this Agreement or any termination under the provisions of this Agreement.

9. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Architect, at Architect's sole cost and expense, shall take out and maintain at all times during the life of this Agreement, personal injury and property damage insurance for activities of Architect and Architect's subcontractors arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, including blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than \$1,000,000 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$2,000,000.00 or as may be agreed upon between District and

Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

a. ENDORSEMENTS: Such general liability policy (or policies) specified above shall be endorsed with the following specific language:

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

The general liability policy (or policies) specified above shall also be endorsed with or include the following specific or equivalent language:

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

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

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

(4) The certificate must state that the insurance is on an occurrence (not a claims-made or modified occurrence) basis.

b. DOCUMENTATION: The following documentation of insurance shall be submitted to District and approved prior to execution of this Agreement:

Certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy.

At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

c. If Architect fails to maintain such insurance, District may take out such insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement.

Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. WORKERS' COMPENSATION INSURANCE

Before the Agreement is entered into, Architect shall furnish to District satisfactory proof that Architect and all engineers, consultants, and subcontractors Architect intends to employ have taken out, for the period covered by the proposed contract, full compensation insurance and Employer's Liability with an insurance carrier satisfactory to District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the act of the Legislature of the State of California, known as the Workmen's Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the contract. In the event Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

11. ERRORS AND OMISSIONS INSURANCE

Before the Agreement is entered into, Architect shall furnish to District satisfactory proof that Architect has and shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering Architect's activities, in the amount not less than \$2,000,000.00 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants are not covered under Architect's professional liability insurance, Architect shall cause each engineer and consultant, before the time such engineer or consultant shall commence any services relating to the project, to obtain and maintain a policy of professional liability insurance in an amount of not less than \$1,000,000.00 with an insurance carrier satisfactory to District.

Architect shall provide a copy of the insurance policies to the District upon request, and the policies, or certificates thereof, must contain the provision that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

12. ERRORS AND OMISSIONS

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor which were omitted for any reason, but only to the extent contract price obtained from the contractor was lower by reason of the omission. District agrees to file a claim for the costs claimed against Architect pursuant to this paragraph and reserves the right to withhold funds until all disputes have been resolved.

13. COMPLIANCE WITH LAWS

a. Architect's services and performance under this Agreement shall meet the standard of due care for Architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor.

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

14. RECORDS

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

15. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth in paragraph 4.f.iv. above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

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

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

d. Upon termination of this Agreement per Article 15.b. above, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

16. ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and performance of this Agreement, Architect is an independent contractor and is not and shall not be construed to be an officer or employee or partner or joint venturer of District.

17. STANDARDIZED MANUFACTURED ITEMS

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

18. OWNERSHIP OF DOCUMENTS

Pursuant to Section 17316 of the Education Code, plans approved by the agency of jurisdiction including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

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

After the completion of this Project, Architect shall not permit any reproductions to be made of any District owned documents without the written approval of District and shall refer all requests for such documents by other persons to District.

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

19. DISPUTE RESOLUTION PROVISIONS

a. NONBINDING MEDIATION

i. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to nonbinding mediation if the parties mutually agree.

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

iii. The parties shall share the mediator's fee and any filing fees equally.

The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

b. ADVISORY ARBITRATION

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

20. SUCCESSORS AND ASSIGNMENTS

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

21. TIME SCHEDULE

a. TIME SCHEDULE: Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of **Exhibit A** hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The schedule when approved by District shall not be exceeded unless extended in writing by District. Architect shall at all times maintain adequate staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, so as to avoid delays in the work.

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

22. HAZARDOUS MATERIALS

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

23. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement, however, Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect and/or Architect's employees on a school site: (1) Architect and Architect's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Architect and Architect's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Architect and Architect's employees shall not change locations without contacting the school office; (4) Architect and Architect's employees shall not use student restroom facilities; and (5) if Architect and/or Architect's employees find themselves alone with a student, Architect and Architect's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

24. MISCELLANEOUS

The following terms and conditions shall applied to this Agreement:

a. **GOVERNING LAW AND VENUE:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

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

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

d. **NON-WAIVER:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to

enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

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

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

g. **RETENTION OF DVBE RECORDS:** Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Architect agrees to maintain such records for a period of three years after final payment under the contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 20____.

ARCHITECT

DISTRICT

By: _____

By: _____

EXHIBITS:

- Exhibit A: Project Description and Schedule
- Exhibit B: Tasks and Responsibilities
- Exhibit C: Compensation and Schedule of Hourly Billing Rates
- Exhibit D: Architectural/Engineering Fee Schedule

Exhibit A – Project Description and Schedule

Gravenstein Union School District
Gravenstein Elementary School Modernization - Phase 3
AXIA Job No. _____
September 7, 2016

Project Description:

Gravenstein Elementary School

The project will generally consist of Design Development, Construction Documents, Bidding, and Construction Administration services related to a light modernization of the multi-use building, roofing, metal PC-approved shade structures and site improvements as outlined in the attached diagram.

Estimated Project Schedule:

09/15/16	Authorization to Proceed
09/15/16 – 10/31/16	Design Development
10/31/16 – 12/29/16	Construction Documents
12/30/16 – 04/21/17	DSA Review
04/16/17 – 05/9/17	Bidding
05/29/17	Notice to Proceed
06/12/17	Start of Construction

Exhibit B – Tasks and Responsibilities

(Insert matrix or other description of tasks and responsibilities)

Note: It is important that DISTRICT and ARCHITECT communicate with one another clearly to allocate and coordinate the tasks and responsibilities listed in the matrix.

Exhibit C – Compensation and Schedule of Hourly Billing Rates

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

Basic Services

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

1. A lump sum amount mutually agreed to, calculated based on the fee schedule described below, or estimating hours at billing rates or by negotiation of a mutually acceptable amount.
2. A percentage of construction cost based on a mutually agreed formula or fee schedule as described below. The initial construction budget is as follows:

Gravenstein Elementary School Phase 3 \$ 800,000.00

The budget will be adjusted upon completion of the Design Development phase whereupon the Architect and Owner mutually agree on the budget relative to the scope of the project at that time.

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

For Basic Services under this Agreement, the parties have agreed to a percentage of construction cost, under option 2 above, with an initial fee for Architectural Services not to exceed \$80,325.00 (Eighty thousand three hundred twenty-five dollars) plus reimbursable expenses. The not to exceed fee will be recalculated and adjusted up or down at the completion of the Design Development Phase based on detailed cost estimate and invoiced accordingly.

Architect will be compensated for change order items that provide added value to the project, correct minor errors or omissions in the contract documents per Article 12 or are initiated by the District involving a change in the scope of work.

The Initial Fee is based on the following schedule:

SCOPE “A”: GRAVENSTEIN ELEMENTARY SCHOOL: PHASE 3 MODERNIZATION, INITIAL FEE BASIS = \$94,500

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PAYMENT OF TOTAL FEES</u>
Schematic design phase	15	\$ 14,175
Design development phase	25	\$ 23,625
Construction documents phase	35	\$ 33,075
DSA approval	2	\$ 1,890
Bid phase	3	\$ 2,835
Construction phase	15	\$ 14,175
Project Closeout	5	<u>\$ 4,725</u>
		\$ 80,325
TOTAL INITIAL FEE:		\$80,325.00

Note: Strike out font indicates the Schematic Design has been performed previous under a different agreement.

Additional Services

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

Reimbursable Expenses

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

Automobile travel	<u>\$0.57 Per Mile</u>
Telephone	<u>\$ Per Billing</u>
Printing	<u>\$ As Invoiced</u>
Plotting	<u>\$ As Invoiced</u>
Models and mockups	<u>\$ As Invoiced or Hourly</u>

Standard Hourly Billing Rates

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

Principal-in-Charge	<u>\$ 200</u>
Principal-in-Charge/Design	<u>\$ 200</u>
Project Architect	<u>\$ 200</u>
Project Manager	<u>\$ 165</u>
Job Captain / Drafter	<u>\$ 135</u>
Administrative Assistant	<u>\$ 85</u>
Consultants:	1.10 times the consultants' standard hourly rates not to exceed a base rate of <u>\$200</u> per hour.

These rates shall be adjusted annually on the anniversary date of the Agreement in accordance with the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics for "All Urban Consumers" in "San Francisco-Oakland" for "All Items."



GRAVENSTEIN UNION SCHOOL DISTRICT

Jennifer Schwinn, Superintendent

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

Board of Trustees

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

**2015/16 Unaudited
Actuals will be presented
at the Board Meeting**



GRAVENSTEIN UNION SCHOOL DISTRICT

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RESOLUTION #160914-1 ADOPTING THE "GANN" LIMIT

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

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

WHEREAS, the District must establish a revised Gann limit for the 2015-16 fiscal year and a projected Gann Limit for the 2016-17 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2015-16 and 2016-17 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2015-16 and 2016-17 fiscal years do not exceed the limitations imposed by Proposition 4;

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

APPROVED, PASSED AND ADOPTED this 14th day of September 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Horn, Board President
Gravenstein Union School District

**Gravenstein Union School District
Overnight Field Trip Master List for 2016-17**

Grade	Program	Teacher	Teacher	Date Leaving	Date Returning	Destination
8th Grade	Enrich!	Shore	Sporrer	9/27/2016	9/30/2016	Yosemite
3rd Grade	Enrich!	Mattish		9/29/2016	9/30/2016	Pepperwood Preserve Overnight
8th Grade	Traditional	Cole		10/18/2016	10/21/2016	Yosemite
3rd Grade	Enrich!	Nordstrom		10/13/2016	10/14/2016	Pepperwood Preserve Overnight
7th Grade	All	Blanco	Collins	Feb 2017		Monterey Bay & Exploratorium
5th Grade	Enrich!	Pugno	Gorman	3/16/2017	3/17/2017	Sugarloaf Ridge State Park
4th Grade	Enrich!	Brown		3/14/2017	3/17/2017	Clem Miller Environmental Ed Center
4th Grade	Enrich!	Sully		March 2017		PEEC (Fort Bragg)
4th Grade	Enrich!	Brown	Sully	4/19/2017	4/21/2017	Gold Country and Old Sac trip
7th Grade	Enrich!	Collins	Dexter	May 2017		Ashland Shakespeare Festival
6th Grade	Enrich!	Rich	Clements	5/16/2017	5/19/2017	Marin Headlands
4th Grade	Enrich!	Sully		5/22/2017	5/23/2017	Fort Ross
5th Grade	Enrich!	Pugno	Gorman	May 2017		Camp Cazadero Outdoor Ed
4th Grade	Enrich!	Brown		5/25/2017	5/26/2017	Fort Ross



August 1, 2016

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE: Friday, September 30, 2016
(Please deliver to all members of the governing board.)

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Chris Ungar, President

SUBJECT: Call for Nominations for Directors-at-Large Asian/Pacific Islander and Hispanic

Nominations for CSBA Director-at-Large Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 30, 2016**. Nomination forms and all information related to the election process are available online, please visit www.csba.org.

The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Marriott Marquis on November 30 and December 1. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education.

The U.S. Postal Service postmark or email nominations@csba.org **deadline for the nomination form and the required two letters of recommendation is Friday, September 30.**

A valid nomination includes the following:

- **Nomination form:** A completed, signed and dated nomination form. *It is the responsibility of the nominating board to first obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation:** (one page, single-sided)
 - 1) CSBA member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "On behalf of the board...."
 - 2) Individual board member from a CSBA member district or COE
 - 3) Board member organization

Candidate Form: A signed and dated candidate form completed by the nominee is due to CSBA by Friday, October 7. (The candidate form and two letters of recommendation will be in the Delegate Assembly agenda packet exactly as submitted.)

For further information, please contact the Executive Office at 800-266-3382.

Gravenstein

IXL Learning Implementation Proposal - September 2016

John Dean - Education Consultant

johnd@ixl.com - 650 372-4383

Program Description

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

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

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

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

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

Custom Implementation

John Dean - Education Consultant



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

Personalized Professional Development

Kelly Oh - Professional Learning Specialist



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

Dedicated Support

Don Aniano - Account Manager



- Ongoing support with student performance data and rosters



LEARNING

Quote #243218-2

Rep: John Dean

Date: September 8, 2016

SALES CONTRACT #4441

Jennifer Schwinn Hillcrest MS & Gravenstein Elementary 3840 Twig Ave Sebastopol, CA 95472	COMMENTS OR SPECIAL INSTRUCTIONS 2016 Year 1 payment (50%) 2016 \$9,828 2017 Year 2 payment (25%) 2017 \$4,914 2018 Year 3 payment (25%) 2018 \$4,914
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SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
John Dean		3 years	October 8, 2016

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

SUBTOTAL	\$19,656.00
SALES TAX	--
SHIPPING & HANDLING	--
TOTAL DUE	\$19,656.00

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date.

Without a signature, your order may not be processed. **ACKNOWLEDGED AND AGREED TO:**

AUTHORIZED SIGNATURE _____

DATE _____

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



TERMS AND CONDITIONS OF SALE

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

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

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

All checks should be mailed to:

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

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

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

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

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

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

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

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

Gravenstein Union School District

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. Both Kindergarten and 1st grade will be assigned 10 minutes/day. (Kindergarten =10 minutes, 1st grade = 10 minutes, 2nd grade = 20 minutes, 3rd grade = 30 minutes, 4th grade= 40 minutes, 5th grade = 50 minutes, 6th grade = 60 minutes, 7th grade =70 minutes, 8th grade = 80 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.

A daily habit of independent reading is the best way to improve as a reader. The more you do it, the better you get! So we do not include the expectation of a daily habit of reading at home as part of the homework minutes. We think of reading as similar to breathing; you just do it everyday because it is good for you! An exception would be if a teacher assigned a chapter of reading in a class novel, for example. That sort of assigned reading *would* be considered part of the homework minutes for the evening. Or if after reading independently, the teacher expected the child to write in a reading log. The writing time would be considered part of the student's homework time.

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

HOMeWORK EXPeCtATIONS

PURPOSE:

Homework in first grade serves a four-fold purpose:

1. It provides extra practice and review of specific skills that have been taught at school.
2. It gives parents insight into how their child approaches and completes assignments.
3. It teaches responsibility. Your child is responsible for getting the assignment in their backpack and getting it home, completing it with a parent's guidance, and then returning it on the day it is due.
4. It ties home and school together.

Elementary students should be assigned homework to establish good learning and study habits (Cooper, 1989; Cooper, Lindsay, Nye, & Greathouse, 1998; Gorges & Elliot, 1999).

H. Cooper (1989), who recommends: "that elementary students be given homework even though it should not be expected to improve test scores. Instead, homework for young children should help them develop good study habits, foster positive attitudes toward school, and communicate to students the idea that learning takes work at home as well as school." (p. 90)

Homework assignments provide the time and experience students need to develop study habits that support learning. They experience the results of their effort as well as the ability to cope with mistakes and difficulty (Bempechat, 2004).

PROCEDURES:

Each **Friday** a weekly homework packet will be sent home in your child's Ship to Shore folder. It is designed to be completed the following Monday through Thursday and returned on Friday. However, families with busy schedules may find that completing some of the work over the weekend is preferable. The packet includes **nightly** spelling, math, reading, and language arts practice. With just a little training, students should be able to tackle all of the nightly activities in **10 MINUTES** or less.



Each day students should:

- **Read the fluency passage. (1 minute)**

Begin each week by having your child set a realistic fluency goal based on the previous week. Then, set a timer for 1 minute. Have your child read the passage aloud until the timer goes off. Record the number of correct words read in 60 seconds. Repeat each night, working towards increasing the number of words read per minute throughout the week and attempting to meet or exceed their goal. (Reading rate should never exceed your child's normal speaking pace. The goal is not to read as fast as possible, but to read aloud the way they speak.)

- **Complete 1 comprehension question. (1 minute)**

Read the nightly question aloud together and have your child locate and highlight the evidence in the passage to answer the question. Then have them bubble-in the correct answer.

- **Complete 6 math problems (2 minutes)**

- **Complete 6 language arts questions (2 minutes)**

- **Practice the spelling & word wall words (4 minutes)**

Focus on the weekly sound spelling rule and any words missed on the Monday pretest. No need to turn anything in. Use whatever method works best for your child. Don't forget to focus on proper letter formation!

NIGHTLY FAMILY READING ENCOURAGED

In addition to the 10-minute tasks, **10 to 20 minutes** of family reading each night is highly encouraged.

Read bedtime stories, play a word game, visit your local library, read a grocery list or recipe, and cook something yummy together! Model expressive reading & have your child echo read. Encourage just-right pacing (not too fast, not too slow). Take turns reading a sentence or a page each. It's important to read to your children, but equally important to listen to them read to you.

STRICTLY OPTIONAL

For our budding scientists, techies, engineers, artists, and mathematicians, or those just wishing to go ABOVE and BEYOND, there is a weekly STEM/STEAM CHALLENGE that has been designed to foster imagination, exploration, discovery, engagement, critical thinking, problem solving, creativity, fun, and authentic learning with a purpose! Students who complete their weekly packet and STEM project, will earn an extra point on homework for the week and have the opportunity to share their inventions on Friday.

HOMWORK FEEDBACK

Homework will be corrected by the teacher and rubric scored. Once returned, please note any corrections and feedback noted by the teacher. Unexcused late work will receive a score of 2 or below.

Students should receive feedback on their homework. Student achievement can vary based on the kind of feedback provided by the teacher (Walberg, 1999). Grading homework is helpful, but homework in which a teacher has embedded instructive comments has the greatest effect on learning.

- 5- exceeds the standards (90-100%) neat AND completes optional STEM project
- 4- masters the standards (90-100%) accurate/neat/best effort
- 3- meets the standards (89-70%) some errors or incomplete items /good effort
- 2- approaching standards (69-60%) several errors or incomplete items /weak effort
- 1- far below standards (59%-1%) many errors or incomplete items / little or no effort
- 0- Not submitted

PARENT INVOLVEMENT

Your cooperation is essential in developing a positive homework habit. First and foremost, you can encourage your child by showing interest and demonstrating helpful attitudes toward homework. Provide a noise-free, well-lit place for your child to work.

Establish a regular "homework time" in the home. Help your child allot adequate time to complete activities neatly and carefully. Be available to help your child if she or he has a question, but please do not complete the work for them.

Parent involvement in homework can hinder student learning (Balli, 1998; Balli, Demo, & Wedman, 1997, 1998; Perkins & Milgram, 1996). Appropriate parental involvement facilitates homework completion.

Completing homework should not be a cause of anxiety or stress for you or your child. If you find the work to be too difficult or too easy for your child, please let me know as soon as possible.

Teachers should assign appropriate homework at instructional levels that match students' skills and provide positive consequences for homework completion (Rademacher, Deshler, Schumacher, & Lenz, 1998; Rosenberg, 1989).

My goal is for you and your child to have a routine and calm homework experience, and that your child develops strong skills and a positive attitude toward completing their homework. Please feel free to email if you have any questions.

Please note: Additional projects may be assigned periodically throughout the year. If or when other projects are assigned, you and your child will be notified about the requirements, procedures, expectations, deadlines and or any modifications to the regular homework routine at that time.

District: Graventstein Unified

School: Gravenstein Elementary

5th Grade

Teacher	Overall Total	Read Comp	Vocab	Gram	Spelling
		/40	/30	/20	/10
Gorman	65	70%	70%	40%	80%
Gorman	80	95%	80%	60%	60%
Gorman	84	95%	90%	50%	90%
Gorman	74	80%	80%	50%	80%
Gorman	83	90%	90%	50%	100%
Gorman	80	90%	80%	60%	80%
Gorman	63	50%	100%	30%	70%
Gorman	81	90%	80%	70%	70%
Gorman	63	75%	60%	50%	50%
Gorman	88	95%	90%	70%	90%
Gorman	73	85%	70%	50%	80%
Gorman	70	80%	60%	60%	80%
Gorman	80	90%	80%	60%	80%
Gorman	100	100%	100%	100%	100%
Gorman	86	100%	80%	70%	80%
Gorman	86	90%	90%	80%	70%
Gorman	63	65%	90%	10%	80%
Gorman	80	80%	80%	70%	100%
Gorman	75	80%	100%	30%	70%
Gorman	91	95%	100%	70%	90%
Gorman	82	90%	90%	60%	70%
Gorman	79	90%	80%	50%	90%
Gorman	78	85%	90%	50%	70%
Gorman	86	85%	100%	60%	100%
Gorman	60	55%	80%	20%	100%
Pugno	89	90%	90%	80%	100%
Pugno	78	90%	80%	50%	80%
Pugno	72	60%	90%	70%	70%
Pugno	71	75%	80%	50%	70%

Pugno	68	75%	70%	60%	50%
Pugno	71	65%	80%	60%	90%
Pugno	81	85%	90%	50%	100%
Pugno	66	70%	80%	30%	80%
Pugno	86	95%	90%	70%	70%
Pugno	78	75%	80%	70%	100%
Pugno	85	90%	100%	50%	90%
Pugno	89	95%	90%	70%	100%
Pugno	83	95%	80%	60%	90%
Pugno	74	80%	90%	40%	70%
Pugno	76	85%	70%	60%	90%
Pugno	63	60%	80%	40%	70%
Pugno	79	80%	90%	60%	80%
Pugno	89	95%	90%	80%	80%
Pugno	81	90%	80%	60%	90%
Pugno	69	70%	80%	60%	50%
Pugno	79	85%	70%	80%	80%
Pugno	58	70%	50%	40%	70%
Pugno	71	75%	70%	60%	80%
Pugno	58	55%	80%	40%	40%
Pugno	91	95%	100%	70%	90%
Urmini	47	45%	60%	30%	50%
Urmini	58	60%	70%	30%	70%
Urmini	34	20%	70%	20%	10%
Urmini	71	70%	90%	40%	80%
Urmini	37	20%	50%	30%	80%
Urmini	75	90%	70%	40%	100%
Urmini	71	90%	70%	40%	60%
Urmini	74	80%	80%	60%	60%
Urmini	73	70%	90%	60%	60%
Urmini	86	95%	90%	60%	90%
Urmini	59	65%	70%	30%	60%
Urmini	79	90%	80%	50%	90%
Urmini	61	70%	60%	30%	90%
Urmini	77	80%	90%	50%	80%
Urmini	49	55%	50%	30%	60%
Urmini	64	70%	80%	30%	60%

Bylaws of the Board

CONFLICT OF INTEREST

Incompatible Activities

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

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

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

Conflict of Interest Code

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

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

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

CONFLICT OF INTEREST (continued)

BB 9270 (b)

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

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

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

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

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

Financial Interest

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

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

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

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

CONFLICT OF INTEREST (continued)

BB 9270 (c)

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

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

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

CONFLICT OF INTEREST (continued)

BB 9270 (d)

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

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

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

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

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

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

Note: Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

CONFLICT OF INTEREST (continued)

BB 9270 (e)

Note: The following paragraph reflects the common law definition of "relative within the third degree".

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Gifts

Note: Pursuant to 2 CCR 18730, the prevailing gift limitation is currently \$320. This amount is adjusted on odd-numbered years by the FPPC.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Note: Exceptions exist within the Government Code's definitions of gifts. Income, interest in real property and investment; see Government Code 82028, 82030, 82033 and 82034.

APPENDIX
DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

Note: It's important that the district's Conflict of Interest Code contain the following appendix listing **designated positions**. This appendix should be modified to reflect the specific reporting requirements and positions within the district. Those districts in which the FPPC is their code reviewing body are required to submit their designated positions and disclosure categories to the FPPC along with a copy of the district's incorporation statement; see page (a).

The following paragraph is for use only by districts where Board members and/or the Superintendent or designee are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. According to the FPPC, "officials who manage public investments" are Board members and/or superintendents and/or other officials who manage investments in districts that have surplus or special reserve funds to invest in permitted securities and investments pursuant to Education Code 41015 and are defined in 2 CCR 18701. Individuals, who direct the investment of these funds, formulate or approve policies for the investment of these funds, or approve investment transactions involving these funds are considered "officials who manage public investments." Even if the Board delegates day-to-day investment decisions to the Superintendent or designee, Board members are considered "officials who manage public investments" if they set or approve policy as to the investment of these funds. In such districts, Board members must be listed below, even if the Superintendent or designee makes all day-to-day decisions. If investments are managed by a person other than or in addition to the Superintendent, that person's title should be added to the list.

Districts in which Board members and the Superintendent do not "manage public investments" should delete the following paragraph and move the items in the list ("Governing Board Members" and "Superintendent of Schools") to Category 1 below. These are districts in which (1) the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives in the county treasury pursuant to Education Code 41001-41002.5 or (2) the district participates in a fund where a Tax and Revenue Anticipation Note (TRANS) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not "public officials who manage public investments. Instead of being required to file full financial disclosure statements, they are subject to their district's conflict of interest code and should be listed as designated employees

Note: This remainder of this appendix is for use by all districts. Government Code 87302 requires the district conflict of interest code to identify the district positions that require the disclosure of financial interests and the specific types of disclosure required for each position. Positions listed below are examples only and should be modified to reflect district practice. If the district's Board members and Superintendent are not "officials who manage public investments," they are subject to the district's conflict of interest code and their titles should be added to Category 1.

- 1. Persons occupying the following positions are designated employees in Category 1:
Governing Board Members
Superintendent of Schools

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district

CONFLICT OF INTEREST (continued)

BB 9270 (g)

- (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
- (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

2. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

Note: As amended and renumbered in Register 2001, No. 2, 2 CCR 18701 provides the following definition of "consultant".

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

CONFLICT OF INTEREST (continued)

BB 9270 (h)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices

35233 Prohibitions applicable to members of governing boards.

GOVERNMENT CODE

1 090-1098 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts

82030 Definition of income

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts 91000-91014 Enforcement

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission

COURT DECISIONS

Thorpe v. Long Beach Community College District. (2000) 83 Cal App. 4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal App. 4th 511

ATTORNEY GENERAL OPINIONS

82 Ops. Cal. AttyGen. 83 (1999)

81 Ops. Cal. AttyGen. 327 (1998)

80 Ops. Cal. AttyGen. 320 (1997)

69 Ops. Cal. AttyGen. 255 (1986)

68 Ops. Cal. AttyGen. 171 (1985)

65 Ops. Cal. AttyGen. 606 (1982)

Management Resources:

WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Adopted: 3-11-04

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California**