

GRAVENSTEIN UNION SCHOOL DISTRICT  
3840 TWIG AVENUE  
SEBASTOPOL, CA 95472

**REGULAR GOVERNING BOARD**  
**MEETING AGENDA**  
**Gravenstein School, Rm. 13**

**Wednesday, March 8, 2017**  
**5:00 PM**

**I. CALL TO ORDER**

Jim Horn, President  
Desiree Beck, Clerk  
Gregory Appling  
Steven Schwartz  
Sandra Wickland

**II. PUBLIC COMMENTS**

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The Board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

**III. REPORTS, AND ORAL COMMUNICATIONS**

- A. Gravenstein Union Teachers' Association
- B. School Site Council
- C. GSF/MPF
  - I. Time to renew the MPF MOU
- D. Trustee Reports
- E. Hillcrest Principal Report
- F. Principal/Supt. Report
  - 1. 2016-17 Enrollment
  - 2. Transportation JPA Update
  - 3. Charter School Renewal Update
  - 4. Update on modernization funding with Jack Schreder & Associates
  - 5. Gravenstein Elementary ELA adoption
  - 6. PE Teacher hiring process
  - 7. Update on 2017-18 calendar negotiation
  - 8. LCAP Stakeholder's input phase:
    - 1. School Site Council has begun LCAP update & stakeholder input process
    - 2. Open stakeholder's meeting for parents, staff, board and community Friday, March 10, 2017 @ HMS Rm. 6
    - 3. Next steps:
      - a. Input will be gathered from certificated and classified staff
      - b. School Site Council will meet to work on LCAP Tues, March 28 @ 3:45pm

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9. CAASPP Testing Update

1. GUSD's testing window will be April 25-May 17, 2017
2. Currently – Ensuring we have adequate, working computer stations for testing
3. IT assessing & prepping computers
4. Brad Carn, Petria Sully, and Jennifer Schwinn working with staff to prepare for testing
  - a. Interim assessments

IV. CONSENT AGENDA

ACTION ITEM

- A. Minutes of Regular Meeting February 15, 2017
- B. Warrants/Payroll
- C. Budget Updates and Transfers
- D. Correspondence/Publications
  1. Thank you letter from Supt. Schwinn to Lawrence and Karyn Pulley for the donation of \$150 to support the District music program.
- E. Donations
  1. Thank you to Karyn and Lawrence Pulley for their donation of \$150 to support the District's music program, given in memory of Rev. John Kienitz.

V. **BUSINESS**

**A. Update on Phase II & Phase III**

The Board will receive a written report by Doug Hilberman of AXIA on Phase II and III of the District building projects.

Action taken/comments:

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**B. Approve Change Orders, Phase II**

The Board will be asked to approve the following change orders:

1. CO #63,	Built Up @ North End of Building G	\$6,182.76
2. CO #64,	Misc. Plumbing Changes	\$4,278.64
3. CO #65	Exterior Walkways @ Building F	\$25,591.12
4. CO #66	Vapor Barrier In Crawl Space	\$42,433.71
5. CO #67	Principal's Office	\$14,944.08
6. CO #68	Misc. Framing Changes at Admin.	\$16,418.25
7. CO #69	Additional Builder's Risk	\$2,969.22
8. CO #70	Firring Strips @ Siding	\$4,018.51
9. CO #71	Soffit Work	\$8,493.68
10. CO #72	Insulation Floor	\$2,625.48

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Action taken/comments:

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**C. Fund Transfers**

The Board will be asked to approve the transfer of funds from the General Fund, Fund 01 unallocated reserve to Fund 40 in the amount of \$461,957.

Action taken/comments:

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**D. Approval of Second Interim Budget Report**

The Board will be asked to approve the second interim budget report for the 2016-17 school year, as presented by CBO Wanda Holden.

Action taken/comments:

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**E. Approval of Consolidated Application**

The Board will be asked to accept the Consolidated Application as presented by CBO Wanda Holden.

Action taken/comments:

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**F. Approve Hiring of Amanda Smuck, Temporary Teacher**

The Board will be asked to approve the hiring of Amanda Smuck as a temporary teacher from March 1, 2017-June 8, 2017, to cover for a Hillcrest teacher out on medical leave.

Action taken/comments:

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Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**G. Approve Hiring of Coaches for HMS Sports**

The Board will be asked to approve hiring the following coaches, to provide after school athletics for Hillcrest Middle School Students. The coaches earn a stipend, as described in the GUTA contract (\$1,000 per position).

- 6<sup>th</sup> grade girl's basketball – John Kolsrud
- 6<sup>th</sup> grade boy's basketball – Will Whithorn
- Boy's volleyball – Matt McDowell
- Girl's flag football – George Sotiras

Action taken/comments:

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VI. GENERAL**

**A. Approve Single Plan for Student Achievement (SPSA)**

The Board will be asked to approve the Single Plan for Student Achievement for the 2016-17 school year. The SPSA includes grade level goals and strategies developed by the certificated staff and approved by the School Site Council, intended to increase student proficiency in Language Arts and Math.

Action taken/comments:

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**B. Approve New Board Policy Updates**

At the February 15, 2017 regular Board meeting, the Board reviewed a list of policy updates for 2016, as recommended by GAMUT, and selected the following three policies to update or add to GUSD's Board Policies (BP) and Administrative Regulations (AR):

- BP 3311 & AR 3311 Bids (Update existing policy)
- BP 3311.1 & AR 3311.1 Uniform Public Construction Cost Accounting Procedures (Add new policy)
- BP 4030 & AR 4030 Nondiscrimination in Employment (Add new policy)

Action taken/comments:

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_



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**VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION**

**VIII. CLOSED SESSION**

**A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:**

- 1) Conference with Labor Negotiator  
District Negotiator: Jennifer Schwinn, Superintendent  
Represented Employees: Gravenstein Union Teachers Assoc.
- 2) Potential Litigation per GC 54956.9(d) – Inquiry OCR
- 3) Public Employee Discipline/Dismissal/Release  
-Resolution #170308-1 Release Temporary Certificated Staff  
-Resolution #170308-2 Non-Reelection of Probationary Certificated Employees
- 4) Superintendent Evaluation

**IX. OPEN SESSION**

- A. Any reportable action taken during closed session shall be reported when the Board comes back into open session.

**X. FUTURE BOARD MEETINGS:**

- I. Next Regular Board Meeting: April 12, 2017—5 p.m.

**XI. ADJOURNMENT**

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Jennifer Schwinn, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

March 2017		Pre TK	TK	K	1	2	3	4	5	6	7	8	Totals
Crandall	ENRICH!			19									19
Briggs	ENRICH!			18									18
Trivunovic				19									19
Tomsky			15	2									17
Redfern			18										18
Candau	ENRICH!				21								21
Kindred	ENRICH!				20								20
Dellosa					21								21
Clement					20								20
Otterson						20							20
Basque	ENRICH!					19							19
DeBolt	ENRICH!					20							20
Sprinkle						19							19
Vestal							20						20
Mattish	ENRICH!						20						20
Nordstrom	ENRICH!						20						20
Haas							20						20
Brown	ENRICH!							26					26
Sully	ENRICH!							22					22
Molina								20					20
Davis								10					10
Davis									8				8
Gorman	ENRICH!								25				25
Pugno	ENRICH!								24				24
Urmini									17				17
Helton										15			15
Kinman										15			15
Dexter	ENRICH!									23			23
Rich	ENRICH!									25			25
Collins	ENRICH!										26		26
Clements	ENRICH!										24		24
Sotiras											17		17
Blanco											17		17
Cole												28	28
Shore	ENRICH!											26	26
Sporrer	ENRICH!											25	25
Gravenstein Campus		0	15	76	82	78	80	78	74				483
Hillcrest Campus										78	84	79	241
<b>March 2017</b>		<b>0</b>	<b>15</b>	<b>76</b>	<b>82</b>	<b>78</b>	<b>80</b>	<b>78</b>	<b>74</b>	<b>78</b>	<b>84</b>	<b>79</b>	<b>724</b>
<b>2016</b>				<b>100</b>	<b>76</b>	<b>83</b>	<b>72</b>	<b>78</b>	<b>74</b>	<b>88</b>	<b>85</b>	<b>83</b>	<b>739</b>
March 2015				94	79	70	70	67	74	70	84	115	723
March 2014				101	62	69	65	71	65	72	101	105	711
March 2013				81	68	68	61	69	69	85	109	101	711
March 2012				79	71	61	66	62	85	89	94	79	686
March 2011				67	57	59	51	83	73	83	79	91	643
March 2010				56	61	49	76	69	71	66	84	94	626

<b>2016</b>
483
256
739

IV. A.

GRAVENSTEIN UNION SCHOOL DISTRICT  
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**MINUTES FROM the REGULAR GOVERNING BOARD MEETING**

**Wednesday, February 15, 2017**

**Gravenstein School, Rm. 13**

**I. CALL TO ORDER Meeting called to order at: 5:04 PM**

- Jim Horn, President, Present
- Desiree Beck, Clerk, Present
- Gregory Appling, Present
- Steven Schwartz, Present
- Sandra Wickland, Arrived at 5:35

**II. PUBLIC COMMENTS: None**

**III. REPORTS, AND ORAL COMMUNICATIONS**

- A. Gravenstein Union Teachers' Association-Christina Urmini reported on many items; including, school activities, an update on negotiations, ELA pilots, issues with substitute teachers and the 2017-18 calendar. Mrs. Schwinn responded to some of these matters, providing additional information.
- B. School Site Council: The SSC is finishing up the SBSA and will move on to address the LCAP.
- C. GSF/MPF: MPF board meets next Wednesday.
- D. Trustee Reports: None.
- E. Hillcrest Principal Report: Mr. Carn spoke about the upcoming Hillcrest informational open house on February 25.
- F. Principal/Supt. Report
  - 1. 2016-17 Enrollment: Information included in the board packet
  - 2. Transportation JPA Update: Supt. Schwinn presented an update on JPA issues.
  - 3. Charter School Renewal Update: District administrators will review and update the previous charter application before applying for renewal. The board needs to approve it no later than the April meeting.
  - 4. Update on modernization funding with Jack Schreder & Associates: GUSD is eligible for modernization funds, perhaps as much as 1.5 million.
  - 5. Update on the Governor's proposed budget: Mrs. Holden and Mrs. Schwinn presented information. District contributions to PERS and STRS will increase substantially.

**IV. CONSENT AGENDA**

**ACTION ITEM**

- A. Minutes of Special Meeting, Feb 8, 2017
- B. Minutes of Regular Meeting Jan 19, 2017
- C. Warrants/Payroll
- D. Budget Updates and Transfers
- E. Correspondence/Publications
- F. Donations
  - 1. Thanks to Donorschoose.org for the donation of wobble chairs for Ms. Dellosa's classroom and technology for a listening center in Ms. Tomsy's classroom

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Action taken/comments: Motion to approve the consent agenda made by Pres. Horn and seconded by Member Appling. Vote: 5 - 0.

**V. BUSINESS**

**A. Update on Phase II & Phase III**

The Board received an update on Phase II and III of the District building projects as presented by Doug Hilberman of AXIA. Move-in date projected to be during the fourth week of March, which coincides with Spring Break. Phase III is ready to submit to DSA. DSA review process may take five months.

Action taken/comments: No action taken

**B. Approve Change Orders, Phase II**

The Board approved the following change orders:

1.	CO 60,	Floor Repair @ Door Thresholds	\$14,376.75
2.	CO 61,	Weather Protection	\$24,009.84
3.	CO 62,	Additional Added General Conditions	\$72,646.38

Action taken/comments: Pres. Horn moved to approve change orders 60, 61, and 62 with the understanding that change order CO 62 will not exceed the amount of \$67,622.38.

Motion: Horn

Second: Beck

Vote: 5 - 0

**C. Approval of Increase to District Sub Pay Rate**

The Board increased the District's sub pay rate to the following amounts:

\$130	Full Day
\$70	Half Day
\$140	After 10 consecutive days in the same class (per day)
\$150	After 20 consecutive days in the same class (per day)
\$200	After 30 consecutive days in the same class (per day)

Action taken/comments: The board approved an increase, effective immediately, in the District's sub pay rate to the amounts listed above.

Motion: Horn

Second: Wickland

Vote: 5 - 0

**D. Acceptance and Certification of June 30, 2016 Fiscal Year Financial Audit**

The Board approved the Financial Audit report prepared by Roatch Accountancy.

Action taken/comments: Pres. Horn noted that the MPF budget, which is 3% of the total budget, is not included in the audit. He also noted that the district sets the reserves at roughly 10% by board resolution. In addition, Pres. Horn noted that no findings appeared in the audit

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report. Member Schwartz noted that total reserves are very high when considered in total.

Motion to accept and certify the audit made by Member Wickland and seconded by Member Schwartz  
Vote: 5 - 0

**E. Acceptance and Certification of June 30, 2016 Fiscal Year Measure M Bond Performance Audit**

The Board approved the Measure M Bond Performance Audit report prepared by Roatch Accountancy:

Action taken/comments: Motion to approve.

Motion: Schwartz      Second: Horn      Vote: 5 - 0

**F. Acceptance and Certification of June 30, 2016 Fiscal Year Measure M Bond Financial Audit**

The Board approved the Measure M Bond Financial Audit report prepared by Roatch Accountancy:

Action taken/comments: Motion to approve.

Motion: Horn      Second: Appling      Vote: 5 - 0.

**G. Approval of District J13A – Due to School Closures**

The Board approved the J13A form that allows the District to reduce the school year by one (1) day due to severe weather in January 2017, without losing ADA, because Sonoma County was declared a disaster during the flash floods.

Action taken/comments:

Motion: Wickland      Second: Horn      Vote: 5 - 0

**H. Approval of Gravenstein Elementary School J13A – Due to School Closure**

The Board approved the J13A form that allows the Charter to reduce the school year by one (1) day due to severe weather in January 2017, without losing ADA, because Sonoma County was declared a disaster during the flash floods.

Action taken/comments: Motion to approve.

Motion: Wickland      Second: Appling      Vote: 5 - 0.

**I. Approval of Hillcrest Middle School J13A – Due to School Closure**

The Board approved the J13A form that allows the Charter to reduce the school year by one (1) day due to severe weather in January 2017, without losing ADA, because Sonoma County

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was declared a disaster during the flash floods.

Action taken/comments: Motion to approve.

Motion: Wickland      Second: Horn      Vote: 5 - 0

**J. Approval of Service Agreement to Complete GASB 45 Study**

The Board approved a service agreement for \$1500 to complete the GASB 45 study for the District.

Action taken/comments: Motion to approve

Motion: Horn                      Second: Appling                      Vote: 5 - 0.

**K. Approval of Service Agreement with Counterpoint Construction Services**

The Board will be asked to approve a service agreement with Counterpoint Construction Services for Cost Estimating for Phase 3 Construction.

Action taken/comments: Move to direct superintendent to obtain an updated proposal and approve it if it's within her discretionary budget.

Motion: Horn                      Second: Appling                      Vote: 5 - 0.

**VI. GENERAL**

**A. Approve CSBA Delegate**

The Board completed a ballot for the 2017 CSBA Delegate Assembly Election.

Action taken/comments: Motion to vote for Jennifer Wiltermood.

Motion: Beck                      Second: Schwartz                      Vote: 5 - 0.

**B. Approve School Accountability Report Card (SARC)**

The Board approved the 2015-16 School Accountability Report Card (SARC) with minor revisions.

Action taken/comments: Motion to approve the 2015-16 SARC with the changes as discussed.

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Motion: Wickland

Second: Appling

Vote: 5 - 0

**VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION**

There were no public comments.

The meeting was adjourned to closed session at 7:21 PM.

**VIII. CLOSED SESSION**

**A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:**

1) Conference with Labor Negotiator

District Negotiator: Jennifer Schwinn, Superintendent

Represented Employees: Gravenstein Union Teachers Assoc.

Unrepresented Employees: Two Classified staff

2) Potential Litigation per GC 54956.9(d) – Inquiry OCR

3) Superintendent Evaluation

**IX. OPEN SESSION**

The Board returned to open session at 8:18 PM.

**A. The Board took reportable action as noted above.**

1) The Board approved an increased in the hourly rate for the Head of Maintenance Position.

The approved rate is \$24.90/hr. retroactive to 2/1/2017.

**X. FUTURE BOARD MEETINGS:**

**I. Next Regular Board Meeting: March 8, 2017—5 p.m.**

**XI. ADJOURNMENT**

The meeting was adjourned at 8:19 PM.

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Jennifer Schwinn, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

ReqPay12c

Board Report

Checks Dated 02/01/2017 through 02/28/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1542125	02/01/2017	Business Card	01-4362	Gas for the month of December	5.11	
			01-4370	Roof Patch/Glass Cleaner	3.26	
			01-4380	Home Depot- Repair Supplies	.94	
				Lowes-Plumbing Supplies /Lights	1.86	
				Materials for Hillcrest Dyer-Lowes	5.90	
				Outdoor equipment/Mercury Viper Bulbs	.49	
				Tetherball Materials/General Maintenance	1.87	
			01-4400	Gas Weed Eater/LED Light Fixture	323.67	
			03-4362	Gas for the month of December	60.65	
			03-4370	Roof Patch/Glass Cleaner	39.14	
			03-4380	Home Depot- Repair Supplies	10.84	
				Lowes-Plumbing Supplies /Lights	35.41	
				Materials for Hillcrest Dyer-Lowes	67.79	
				Outdoor equipment/Mercury Viper Bulbs	9.32	
				Tetherball Materials/General Maintenance	31.64	
			03-4390	Replace Exterior Light/Replacement Wheels	18.21	
			04-4310	Saddleback Publishing / Books	291.73	
			04-4362	Gas for the month of December	35.33	
			04-4370	Roof Patch/Glass Cleaner	22.83	
			04-4380	Gas Weed Eater/LED Light Fixture	149.39	
				Home Depot- Repair Supplies	21.78	
				Home Depot/Clock Timer	53.27	
				Lowes-Plumbing Supplies /Lights	46.82	
				Lowes/Outdoor equipment/Mercury Viper Bulbs	36.00	
				Materials for Hillcrest Dyer-Lowes	50.28	
				Materials For Lighting Repair	80.54	
				Replace Exterior Light/Replacement Wheels	92.60	
				Replacement Bulbs/Light Fixtures	92.82	
				Tetherball Materials/General Maintenance	3.82	1,593.31
1542126	02/01/2017	Analytical Sciences	01-5830	Water testing for Grav 2016/17	6.56	
			03-5830	Water testing for Grav 2016/17	75.44	
			04-5830	Water testing @ Hillcrest 2016/17	708.00	
1542127	02/01/2017	Bay Area Discovery Museum	03-5826	FT-Bay Area Discovery Museum		790.00
1542128	02/01/2017	California Academy of Sciences c/o Contact Center	03-5826	3rd Grade Class Field Trip 03/16/2017		414.00
						1,106.40

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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. (Limited to Checks issued from the COUNTY bank account.)

020 - Gravenstein Union School District

Generated for Wanda Holden (WILHOLDEN), Mar 7 2017 9:10AM

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Checks Dated 02/01/2017 through 02/28/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1542129	02/01/2017	Environmental Discovery Center	03-5826	2/8/2017 Field Trip KE Field Trip		200.00
1542130	02/01/2017	Isaac Kuster dba I.A. Kuster Const. Insp.	40-6230	DSA Class I Inspector Grav Modern Phase		850.00
1542131	02/01/2017	Luther Burbank Ctr Fr The Arts	04-5826	8th Dr. Enrich Field Trip 3/6/2017 8th Gr. Enrich! Field	400.00	
1542132	02/01/2017	Oregon Shakespeare Festival	04-5826	71 Oregon Shakespeare Festival 5/8-12/2017	400.00	1,200.00
1542133	02/01/2017	Sebastopol Lock Shop	03-4370	Keys copies, Districtwide	46.70	6,277.00
1542134	02/01/2017	Thomson Reuters - West Payment Center	04-4370	Keys copies, Districtwide	18.55	65.25
1542135	02/01/2017	West County Athletic League	04-4350	subscription product order		144.97
1542555	02/03/2017	Advanced Security Systems	04-5300	Athletic Fees for FFB, GVB, GBB, BBB		655.00
1542556	02/03/2017	Bridget Aikawa	01-5830	Fire Alarm System at Grav Elementary 16/17	13.20	
1542557	02/03/2017	Ally Technology Consulting LLC	03-5830	Fire Alarm System at Grav Elementary 16/17	151.80	165.00
1542558	02/03/2017	Tony Corsello	04-5880	Volleyball Referee 12/14/16		25.00
1542559	02/03/2017	David Cruz	01-5840	IT Consultant 2016-17	124.99	
1542560	02/03/2017	Mary Dengler	03-5840	IT Consultant 2016-17	1,495.66	
1542561	02/03/2017	Laurie Krause	04-5840	IT Consultant 2016-17	879.35	2,500.00
1542562	02/03/2017	Isaac Kuster dba I.A. Kuster Const. Insp.	04-5880	Referee for Basketball 1/25/17		70.00
1542563	02/03/2017	Tallulan Kuula	04-5880	Volleyball Referee 12/8/16		25.00
1542564	02/03/2017	Luther Burbank Rose Parade	04-5880	Volleyball Referee 12/19/16 and 12/9/2016		40.00
1542565	02/03/2017	Scott Marsh	04-5880	Ref for Volleyball 1/17/17		25.00
1542566	02/03/2017	Riley McHale	40-6230	DSA Class I Inspector Grav Modern Phase		4,420.00
1542567	02/03/2017	Murray Building, Inc.	04-5880	Ref for Volleyball 12/7/2016 and 12/15/2016		75.00
1542568	02/03/2017	Pacific Gas & Electric	04-5829	Rose Parade entry fee		85.00
1542569	02/03/2017	Petaluma Adobe State Park	04-5880	Referee for Basketball 1/23/17		70.00
1542570	02/03/2017	Ava Jane Ryan	04-5880	Ref Volleyball 01/20/17		25.00
1542571	02/03/2017	Sebastopol Area Chamber Of Com	40-6200	Grav Elem Modernization Phase II	3.49	117,956.63
			01-5520	Electric and Gas for 2016-17 Gravenstein	40.09	
			03-5520	Electric and Gas for 2016-17 Gravenstein	.46	44.04
			04-5520	Electric and Gas for 2016-17 Gravenstein	40.00	
			03-5826	Field Trip to Petaluma Adobe Traditional Petaluma Adobe Field Trip	80.00	120.00
			04-5880	Referee for Volleyball 10/26/16		10.00
			04-5829	Apple Blossom Parade entry fee		50.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)

ReqPay12c

Board Report

Checks Dated 02/01/2017 through 02/28/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1542572	02/03/2017	Stephen Roatch Accountancy	01-5821	2015/16 Audit Contract	76.00	
			03-5821	2015/16 Audit Contract	881.60	
			04-5821	2015/16 Audit Contract	562.40	1,520.00
1542573	02/03/2017	UCCR/Web of Life Field School	03-5826	UCCR Web of Life Field School 5/16/17 - 5thE!		6,054.75
1542574	02/03/2017	Verizon	01-5912	Sup't Phone & Tablet Service	10.05	
			03-5912	Sup't Phone & Tablet Service	120.65	
			04-5912	Sup't Phone & Tablet Service	70.38	201.08
1543532	02/08/2017	J. Stanley Correia		Cancelled 16/17 Psych Services		1,280.00 *
1543533	02/08/2017	Cancelled on 02/27/2017	21-6210	Estimating for Grav Mod. Proj. Phase 2		4,255.00
1543534	02/08/2017	Counterpoint Construction Services, Inc.	04-4380	Maintenance Supplies		48.06
1543535	02/08/2017	Isaac Kuster dba I.A. Kuster Const. Insp.	40-6230	DSA Class I Inspector Grav Modern Phase II		3,570.00
1543536	02/08/2017	Trope Group, Inc.	40-6400	Furniture for Admin Bldg		19,816.28
1543537	02/08/2017	Advanced Security Systems	01-5830	Fire Alarm System at Grav Elementary 16/17		165.00
1543538	02/08/2017	Bradley Carn	01-4390	Desk Plate for Caroline	23.94	
			04-4390	Pail Lids and Handle for Water Faucet Schoolwide Compost/Recycle	125.06	
1543539	02/08/2017	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17	59.05	208.05
1543540	02/08/2017	DPR c/o Fort Ross SHP	03-5826	Field trip		325.00
1543541	02/08/2017	LACO Associates	21-6230	Special Inspect & Testing @ Grav Summer 2016		200.00
1543542	02/08/2017	Pacific Gas & Electric	01-5520	Electric and Gas for 2016-17 Gravenstein	95.00	1,312.10
			03-5520	Electric and Gas for 2016-17 Gravenstein	1,093.42	
			04-5520	Electric and Gas for 2016-17 @ Hillcrest	3,521.06	
1543543	02/08/2017	RACO INDUSTRIES, LLC		Electric and Gas for 2016-17 Gravenstein	12.61	4,722.09
1543544	02/08/2017	Stanroy Music Center Inc.	13-4400	Scanners/Schoolwise/Food Service		352.51
1543545	02/08/2017	West Sonoma County Disposal	04-5630	Repair Bent Keys		317.00
			01-5560	Waste Disposal for Grav 2016-17	31.05	
			03-5560	Waste Disposal for Grav 2016-17	357.06	
			04-5560	Hillcrest Garbage service 2016-17	216.72	604.83
1544362	02/10/2017	Renee Lott	01-4390	Paw Prints from Amazon		2.04
1544363	02/10/2017	Renee Lott	03-4390	Paw Prints from Amazon		23.49
1544364	02/10/2017	California's Valued Trust	01-9572	Employee's CVT Health Plan Coverage 16/17		40,121.00
1544365	02/10/2017	Casino Restaurant & Supply	13-4390	Cafeteria Supplies HC & Grav		15.40

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. (Limited to Checks issued from the COUNTY bank account.)

Checks Dated 02/01/2017 through 02/28/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1544366	02/10/2017	Clover-Stormetta Farms Inc.	13-4700	Milk Purchases 2016-17		36.00
1544367	02/10/2017	Dept Of Justice, Acctg Office	01-5862	Fingerprinting		352.00
1544368	02/10/2017	DGS Div/State Architect	40-6240	DSA filling fee for modernization Phase 3		8,750.00
1544369	02/10/2017	Pearson Clinical Assessment	03-4310	Gate Testing Materials		676.60
1544370	02/10/2017	Ray Morgan Company	01-5632	Copier Maintenance	31.05	
			03-5632	Copier Maintenance	352.08	
1544371	02/10/2017	Ron Blair Signs	04-5632	Copier Maintenance	313.02	696.15
1544372	02/10/2017	Signs of All Kinds	04-5830	Hillcrest Gym Floor Logo		97.43
			01-5630	Flag Pole repair	78.00	
			03-5630	Flag Pole repair	897.00	
			04-5630	Flag Pole repair	1,020.00	1,995.00
1544373	02/10/2017	Sonoma County Office Of Ed.	01-5862	Fingerprinting		1,081.00
1544374	02/10/2017	U.S. Bank Equipment Finance	01-5631	Copier Lease at schools and DO for 16/17	35.28	
			03-5631	Copier Lease at schools and DO for 16/17	423.38	
			04-5631	Copier Lease at schools and DO for 16/17	246.97	705.63
1544375	02/10/2017	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2016-17	230.00	
			04-5530	Hillcrest Water Service for 2016-17	230.00	460.00
1544376	02/10/2017	Kirsty Smith	04-5880	Volleyball	10.00	10.00
1544377	02/10/2017	ACSIG	01-9573	Employee's Dental Plan Coverage 16/17		3,417.68
1544378	02/10/2017	Tony Corsello	04-5880	Referee for Basketball 1/25/17		70.00
1544379	02/10/2017	Don Madronich	04-5880	Referee for Basketball 10/07/16		80.00
1545183	02/15/2017	AT&T Calnet 3	01-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	22.49	
			03-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	268.32	
			04-5911	Gravenstein AT&T CALNET 3 Charges 2016-17	135.91	
1545184	02/15/2017	AXIA	Hillcrest	AT&T CALNET 3 Charges 2016-17	.52	427.24
1545185	02/15/2017	Tony Corsello	21-6210	Gravenstein Modernization, Job #940		16,684.55
1545186	02/15/2017	J.M.A.Jurman's Emergency Training Service	04-5880	Referee for Basketball 1/25/17		40.00
			01-5830	Heart Saver First Aid/CPR/AED Class		1,170.00
1545187	02/15/2017	Pitney Bowes Postage By Phone	01-5950	Postage for postage machine	2.12	
			03-5950	Postage for postage machine	12.24	
			04-5950	Postage for postage machine	15.63	
1545188	02/15/2017	County of Placer Attn: Karrie Taylor	03-5826	Gold Rush 4th Grade field trip 04/19-04/21/17		29.99
						255.00

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ReqPay12c

Board Report

Checks Dated 02/01/2017 through 02/28/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1545189	02/15/2017	Protech Projection Systems	03-4341	Replacement Projector at rm13 @GRAV	404.00	
1545190	02/15/2017	Quill Corp	04-4440	projector elimo combo for rm 4 @ Hillcrest	773.00	1,177.00
			01-4350	Bus. Office Supplies	62.62	
			03-4350	Bus. Office Supplies	751.42	
1545191	02/15/2017	Redwood Pediatric Therapy Asso	04-4350	Bus. Office Supplies	438.33	1,252.37
1545192	02/15/2017	Sonoma County Office Of Ed.	03-5811	OT/PT Svcs for Students		760.77
			01-5812	Business Cards	3.79	
			03-5812	Business Cards	45.36	
1545193	02/15/2017	Sonoma Media Investments, LLC	04-5812	Business Cards	26.45	75.60
1545758	02/17/2017	Business Card	03-5825	Advertising for K Open House - Jan 2017		2,403.00
			01-4362	Valero Gas	2.15	
			01-4370	Lowes	5.42	
			01-4380	Extension Cables	50.26	
				Lighting Wire	3.94	
				Plumbing and Light Supplies	26.33	
				Tether Ball Supplies	1.38	
			01-5869	Finance Charge	33.04	
			03-4362	Valero Gas	25.81	
			03-4370	Lowes	25.01	
			03-4380	Lighting Wire	45.30	
				Plumbing and Light Supplies	40.08	
				Tether Ball supplies	15.90	
			04-4362	Valero Gas	15.06	
			04-4380	Chrome Flush bowl	125.41	
				Plumbing and Light Supplies	35.92	
			04-4390	Epson Lamp	27.52	478.53
1545759	02/17/2017	Glover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17		142.50
1545760	02/17/2017	J. Stanley Correia	01-5830	16/17 Psych Services	24.74	
			03-5830	16/17 Psych Services	254.88	
			04-5830	16/17 Psych Services	320.38	600.00
			04-5880	Basketball Referee	70.00	
1545761	02/17/2017	Tony Corsello	01-5520	Electric and Gas for 2016-17 Gravenstein	98.25	
1545762	02/17/2017	Pacific Gas & Electric	03-5520	Electric and Gas for 2016-17 Gravenstein	1,130.81	1,242.10
			04-5520	Electric and Gas for 2016-17 Gravenstein	13.04	200.00
1545763	02/17/2017	Ane Carla Rovetta	03-5826	Story Teller for Clem Miller ED		
				Center-Brown		
1545764	02/17/2017	Sebastopol Lock Shop	04-4370	Keys Copies-Ballroom		17.44
1545765	02/17/2017	Kelly Sporrer	04-4340	Reimb for Glogster.com - Sporrer		39.00

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ReqPay12c

Board Report

Checks Dated 02/01/2017 through 02/28/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1546995	02/22/2017	California Carnivores	01-5826	California Carnivores-Delosa 5/12/17		50.00
1546996	02/22/2017	California Carnivores	01-5826	California Carnivores-Clement 5/5/17		50.00
1546997	02/22/2017	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17		23.50
1546998	02/22/2017	Cypress School	03-5100	Special Ed Services	3,747.28	
1546999	02/22/2017	Dept Of Justice, Acctg Office	03-5810	Special Ed Services	1,787.48	
1547000	02/22/2017	Environmental Discovery Center	01-5862	Fingerprinting		5,534.76
1547001	02/22/2017	Jack Schreder & Associates, In c.	01-5826	Clement and Dellosa EDC		160.00
			01-5830	Consulting Services for GUSD Facilities Prgm	58.00	195.00
			03-5830	Consulting Services for GUSD Facilities Prgm	696.00	
			04-5830	Consulting Services for GUSD Facilities Prgm	406.00	1,160.00
1547002	02/22/2017	LACO Associates	21-6230	Special Inspect & Testing @ Grav Summer 2016		1,006.50
1547003	02/22/2017	Lakeshore Learning Materials	01-4310	Privacy Partition/Magnetic Ten Frames		98.37
1547004	02/22/2017	MCI Comm Service	12-5911	Daycare Phone Line for 2016-17		12.87
1547005	02/22/2017	County of Placer Attn: Karrie Taylor	03-5826	Gold Rush 4th Grade field trip 04/19-04/21/17		150.00
1547006	02/22/2017	Sacramento History Museum	03-5826	Historic Old Sac Field Trip- Tour 4/21/17	185.00	
1547007	02/22/2017	Sonoma County Wildlife Rescue	03-5826	2nd Grade Enrich! Field Trip 3/28/2017	2,146.00	360.00
1547008	02/22/2017	Stephen Roatch Accountancy	01-5821	2015/16 Bond Audit	1,369.00	210.00
			03-5821	2015/16 Bond Audit		
			04-5821	2015/16 Bond Audit		
1547477	02/24/2017	Calloway House	01-4310	Young Authors Hardcover Blank Books		3,700.00
1547478	02/24/2017	CDW Government Inc	01-4340	MS Office Prof Quote# HPKH884		177.97
1547479	02/24/2017	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2016-17		448.00
1547480	02/24/2017	Office Depot	01-4310	classroom supplies for various teachers	330.44	95.50
			01-4350	Printer Cartridges	156.56	
			03-4310	classroom supplies for Brown, Otterson & Tomsy	60.09	
			03-4341	Classroom Supplies for Ms. Davis	219.71	
			03-4359	Supplies Gravenstein and Hillcrest School Supplies	313.70	
				School Supplies Gravenstein and Hillcrest	22.83	
				Supplies Gravenstein and Hillcrest	16.48	
			04-4310	School Supplies Gravenstein and Hillcrest	150.21	
			04-4350	Supplies for Hillcrest	87.88	
					388.16	

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. (Limited to Checks issued from the COUNTY bank account.)

020 - Gravenstein Union School District

Generated for Wanda Holden (WLHOLDEN), Mar 7 2017 9:10AM

Checks Dated 02/01/2017 through 02/28/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1547480	02/24/2017	Office Depot	04-4359	School Supplies	60.04	
				Supplies Gravenstein and Hillcrest	389.79	
1547481	02/24/2017	Ray Morgan Company	12-4390	Daycare supplies	241.41	2,437.30
			01-5800	Copier Returns to Ricoh	37.50	
			03-5800	Copier Returns to Ricoh	450.00	
			04-5800	Copier Returns to Ricoh	262.50	750.00
1547482	02/24/2017	Santa Rosa City Schools	13-4710	Lunch Program for 2016-17		5,816.25
1547483	02/24/2017	Sonoma Cnty Regist. of Voters	03-5822	Nov, 2016 Election	2,097.42	
1547484	02/24/2017	Time for Kids	04-5822	Nov, 2016 Election	2,097.41	4,194.83
1547485	02/24/2017	Office Depot	04-4310	Hillcrest-Time Magazine for Kids		98.10
			01-4310	Supplies for Ms. Mattfish	3.43	
				Supplies for Ms. vestal and Nurse	36.14	
			01-4350	District Office Supplies	168.75	
				District Office Supplies	133.63	
			03-4310	Supplies for District, Vestal and Gorman	171.37	
			03-4390	Nurse Supplies	10.79	
			04-4310	Markers for Hillcrest	40.60	
			13-4390	Supplies for the Kitchen at Gravenstein	18.66	583.37
<b>Total Number of Checks</b>					<b>105</b>	<b>296,920.18</b>

Cancel	Count	Amount
	1	1,280.00
Net Issue		295,640.18

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	40	50,035.75
03	Gravenstein Elementary Charte	43	34,250.38
04	Hillcrest Middle Charter	54	25,653.39
12	Child Development Fund	2	254.28
13	Cafeteria Fund	9	6,825.32
21	Building	4	23,258.15
40	Special Reserve-capital Proj	6	155,362.91

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. (Limited to Checks issued from the COUNTY bank account.)

ReqPay12c

Board Report

Checks Dated 02/01/2017 through 02/28/2017

Pay to the Order of

Check Number	Check Date	Fund-Object	Comment	Expensed Amount	Check Amount
		104	Total Number of Checks	295,640.18	
			Less Unpaid Tax Liability	.00	
			<b>Net (Check Amount)</b>	<b>295,640.18</b>	

Includes checks for only Bank Account COUNTY

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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. (Limited to Checks issued from the COUNTY bank account.)

020 - Gravenstein Union School District

Generated for Wanda Holden (WLHOLDEN), Mar 7 2017 9:10AM



# 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](mailto:jschwinn@grav.k12.ca.us)

**Board of Trustees**  
Jim Horn  
Steve Schwartz  
Sandra Wickland  
Desiree Beck  
Gregory Appling

March 2, 2017

Lawrence & Karyn Pulley  
6390 San Rafael Ct  
Rohnert Park, CA  
94928

Dear Mr. and Mrs. Pulley,

Thank you so much for your donation of \$150 in support of Gravenstein Union School District's music program. How lovely that you would remember Rev. John Kienitz with this gift. I understand that Rev. Kienitz was an amazing musician who understood the power music has to enrich the lives of children. I can certainly concur. The music program at GUSD is particularly successful in raising talented young musicians, and the program is a source of great pride for the District. This year, we had more students than ever before opt in to play an instrument. In fact, every student in the fourth grade asked to join band! As a public school, we need to ensure that all students have equal access to this fine program. So your donation will help us provide instruments and instruction for all!

Again, thank you for your support. I am sure that the family of Rev, John Kienitz will be as touched, as we were, by the generosity of your gift.

Sincerely,

Jennifer Schwinn  
Superintendent-Principal

Cc: Beverly & Sara Kienitz  
954 Ella Court  
Rohnert Park, CA 94928



6390 San Rafael Ct  
Rohnert Park CA 94928

February 14, 17

Please accept this memorial gift for the district music program. Please accept in the name of Rev. John Kienitz. John was an amazing musician and this donation helps allow youth to appreciate music.

Please notify the family at:

Beverly & Sara Kienitz  
954 Eta Court  
Rohnert Park CA 94928

Sincerely,  
Karyn Pulley

LAWRENCE B PULLEY  
KARYN DIANE PULLEY  
6390 SAN RAFAEL CT (707) 584-8233  
ROHNERT PARK, CA 94928

5326  
11-35/1210 CA  
36000

2/13/17 Date

Pay to the Order of Grav. Union School Dist \$ 150.00

One hundred fifty Dollars

Bank of America

ACH R/T 121000358

For Karyn Pulley MP

5326

Photo Safe Deposit

MICKEY & FRIENDS

Distribution:

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



Via:

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

# CHANGE ORDER

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

<b>Change Order No.</b>	<b>63</b>
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:	<b>97.00</b>

**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	\$ 701,115.93
The Contract Sum prior to this Change Order was	\$ 3,956,115.93
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 6,182.76
The new Contract Sum including this Change Order will be	\$ 3,962,298.69
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:	<b>3/25/2017</b>

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

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

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

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

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

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

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

**63**

**PROJECT:**

Gravenstein Ph 2 Modernization  
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
<b>TOTALS:</b>					\$ 6,182.76	0	0	0	0
1.		Build Up @ North End Of Building G	34.1	Contractor	\$ 6,182.76				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

**END OF SUMMARY**

# CHANGE ORDER REQUEST

Distribution to:

<input type="checkbox"/>	OWNER	<b>COR</b>
<input type="checkbox"/>	ARCHITECT	
<input type="checkbox"/>	CONTRACTOR	
<input type="checkbox"/>	INSPECTOR	34.1
<input type="checkbox"/>		

TITLE: **Build Up @ North End Of Building G**

<b>PROJECT:</b> Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	<b>ARCHITECT:</b> AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	<b>C. O. R. No.</b> <u>34.1</u> Date: <u>2/23/2017</u> Arch. Project No. <u>940.00</u> Contract For: <u>Modernization</u> Contract Date: <u>5.31.16</u> DSA File No. <u>01-115393</u> DSA App. No. _____ OPSC App. No. _____ Response to: _____ Arch. RFP No. _____
<b>OWNER:</b> Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	<b>INSPECTOR OF RECORD:</b> Isaac Kuster Fax:	

**DESCRIPTION:**

COR for additional grading and paving at the North end of Building G. The plans do not show any grades at the north end of the building. I site meeting was held with the architect and the decision to build up the grade along the North side was made at that meeting.

**MODIFICATION TO**

**CONTRACT SUM:**

(Line 22 from Page 2) \$6,182.76

**MODIFICATION TO**

**CONTRACT TIME:**

TBD

Supporting schedule information attached

**CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:**

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

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

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

CONTRACTOR

By. **Scott Murray**

Date 2/23/2017

Fax:

Architect's Action

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

SUMMARY OF ATTACHMENTS TO:

PROJECT:

Gravenstein Modernization  
3840 Twig Ave.

C.O. R. No.:	<b>34.1</b>
Project No.:	
Date:	<u>2/23/2017</u>
DSA App. No.:	<u>0.00</u>
Page	<u>2</u>
of	<u>3</u>
ADDED	CREDIT

Line TITLE: Build Up @ North End Of Building G

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

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
2	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
3	Equipment (attach invoices)	<u>\$0.00</u>	<u>\$0.00</u>
4	<b>Subtotal</b>	<u>\$0.00</u>	<u>\$0.00</u>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<u>\$0.00</u>	<u>\$0.00</u>
6	<b>Subtotal</b>	<u>\$0.00</u>	<u>\$0.00</u>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		<u>\$0.00</u>
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)	<u>\$0.00</u>	<u>\$0.00</u>
<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
10	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
11	Vendor (attach invoices)	<u>\$5,510.48</u>	<u>\$0.00</u>
12	<b>Subtotal</b>	<u>\$5,510.48</u>	<u>\$0.00</u>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	<u>Incl.</u>	<u>\$0.00</u>
14	<b>Subtotal</b>	<u>\$5,510.48</u>	<u>\$0.00</u>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	<u>\$551.05</u>	<u>\$0.00</u>
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	<u>\$0.00</u>	<u>\$0.00</u>

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$6,061.53</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$6,061.53</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$6,061.53</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	\$121.23	\$0.00
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$6,182.76</b>	<b>\$0.00</b>

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

Distribution:

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



Via:

Fax	
E-Mail	X
Mail	X
Overnite	
Hand	X

# CHANGE ORDER

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

Change Order No.	64
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	\$ 707,298.69
The Contract Sum prior to this Change Order was	\$ 3,962,298.69
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 4,278.64
The new Contract Sum including this Change Order will be	\$ 3,966,577.33
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:	3/25/2017

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

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

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

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

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

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

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

64

**PROJECT:**

Gravenstein Ph 2 Modernization  
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
<b>TOTALS:</b>					\$ 4,278.64	0	0	0	0
1.		Misc Plumbing Changes	49.1	Owner	\$ 4,278.64				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

**END OF SUMMARY**



# CHANGE ORDER REQUEST

Distribution to:

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

OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

**COR**

49.1

TITLE: **Misc Plumbing Changes**

<b>PROJECT:</b> Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	<b>ARCHITECT:</b> AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	<b>C. O. R. No.</b> <u>49.1</u> <b>Date:</b> <u>2/20/2017</u> <b>Arch. Project No.</b> <u>940.00</u> <b>Contract For:</b> <u>Modernization</u> <b>Contract Date:</b> <u>5.31.16</u> <b>DSA File No.</b> <u>01-115393</u> <b>DSA App. No.</b> _____ <b>OPSC App. No.</b> _____ <b>Response to:</b> _____ <b>Arch. RFP No.</b> _____
<b>OWNER:</b> Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	<b>INSPECTOR OF RECORD:</b> Isaac Kuster Fax:	

**DESCRIPTION:**

COR for misc plumbing changes requested by Owner and as required by site conditions. Changes to include:  
 1) Relocation of existing irrigation supply line that was in conflict with HVAC exterior air register in room #6;  
 2) Replacement of 2" gas coupler that was deteriorated under Building and; ~~3) Over Time for contract scope of work that had to be done on off hours due to the addition of the gas main taking the contract normal working hours time.~~

**MODIFICATION TO CONTRACT SUM:**  
 (Line 22 from Page 2) \$4,278.64

**MODIFICATION TO CONTRACT TIME:** TBD  
 Supporting schedule information attached

**CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:**

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

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

CONTRACTOR

			<i>Architect's Action</i>
By. <b>Scott Murray</b>	Fax:	<input type="checkbox"/>	REJECT - Received Too Late.
Date 2/20/2017		<input type="checkbox"/>	REJECT - Inadequate Back-Up.
		<input type="checkbox"/>	REJECT - Not in Proper Form.
		<input type="checkbox"/>	Review and Comment Only

SUMMARY OF ATTACHMENTS TO:

PROJECT:

Gravenstein Modernization  
3840 Twig Ave.

C.O. R. No.:	<u>49.1</u>
Project No.:	
Date:	<u>2/20/2017</u>
DSA App. No.:	<u>0.00</u>
Page	<u>2</u>
of	<u>3</u>

Line	TITLE: Misc Plumbing Changes	ADDED	CREDIT
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ALL LINES SHALL BE FILLED IN, (zero values acceptable).

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
2	Labor (attach itemized hours and rates)	<u>\$488.00</u>	<u>\$0.00</u>
3	Equipment (attach invoices)	<u>\$42.50</u>	<u>\$0.00</u>
4	<b>Subtotal</b>	<u>\$530.50</u>	<u>\$0.00</u>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<u>\$79.58</u>	<u>\$0.00</u>
6	<b>Subtotal</b>	<u>\$610.08</u>	<u>\$0.00</u>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		<u>\$0.00</u>
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)	<u>\$610.08</u>	<u>\$0.00</u>
	<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*		
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
10	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
11	Vendor (attach invoices)	<u>\$3,258.79</u>	<u>\$0.00</u>
12	<b>Subtotal</b>	<u>\$3,258.79</u>	<u>\$0.00</u>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	<u>Incl.</u>	<u>\$0.00</u>
14	<b>Subtotal</b>	<u>\$3,258.79</u>	<u>\$0.00</u>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	<u>\$325.88</u>	<u>\$0.00</u>
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	<u>\$0.00</u>	<u>\$0.00</u>

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$3,584.67</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$4,194.74</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$4,194.74</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	\$83.89	\$0.00
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$4,278.64</b>	<b>\$0.00</b>

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

Distribution:

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



Via:

Fax	
E-Mail	X
Mail	X
Overnite	
Hand	X

# CHANGE ORDER

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

<b>Change Order No.</b>	<b>65</b>
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	\$ 711,577.33
The Contract Sum prior to this Change Order was	\$ 3,966,577.33
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 25,591.12
The new Contract Sum including this Change Order will be	\$ 3,992,168.45
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:	3/25/2017

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

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

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

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

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

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

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

**65**

**PROJECT:**  
 Gravenstein Ph 2 Modernization  
 Gravenstein Union School District

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

Phase 2  
 49-39  
 01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract					
						DoC	M1	M2	M3		
<b>TOTALS:</b>						\$	25,591.12	0	0	0	0
1.	RFI #139/ RFP #11	Exterior Walkways @ Building F	54	Arcitect	\$	25,591.12					
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											

**END OF SUMMARY**

# CHANGE ORDER REQUEST

Distribution to:

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

OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

**COR**

54

TITLE: **Exterior Walkways @ Building F**

<b>PROJECT:</b> Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	<b>ARCHITECT:</b> AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	<b>C. O. R. No.</b> Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	<u>54</u> <u>2/21/2017</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u></u> <u></u> <u></u> <u>RFI #139/RFP #1</u>
<b>OWNER:</b> Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	<b>INSPECTOR OF RECORD:</b> Isaac Kuster Fax:		

**DESCRIPTION:** COR for new walkways to admin building. Scope also includes removal of portion of existing walkway, addition of an additional down spout and storm drain along with the relocation of a portion of the storm drain for down spout that was relocated.

MODIFICATION TO CONTRACT SUM:  
(Line 22 from Page 2) \$25,591.12

MODIFICATION TO CONTRACT TIME: TBD  
Supporting schedule information attached

**CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:**

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

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

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

CONTRACTOR

By: **Scott Murray**  
 Date: 2/21/2017

Fax:

Architect's Action

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

SUMMARY OF ATTACHMENTS TO:

PROJECT:  
 Gravenstein Modernization  
 3840 Twig Ave.

C.O. R. No.:	<b>54</b>
Project No.:	
Date:	<u>2/21/2017</u>
DSA App. No.:	<u>0.00</u>
Page	<u>2</u>
of	<u>3</u>
ADDED	CREDIT

Line TITLE: Exterior Walkways @ Building F

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

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<b>\$1,031.07</b>	<b>\$0.00</b>
2	Labor (attach itemized hours and rates)	<b>\$11,310.00</b>	<b>\$0.00</b>
3	Equipment (attach invoices)	<b>\$615.00</b>	<b>\$0.00</b>
4	<b>Subtotal</b>	<b>\$12,956.07</b>	<b>\$0.00</b>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<b>\$1,943.41</b>	<b>\$0.00</b>
6	<b>Subtotal</b>	<b>\$14,899.48</b>	<b>\$0.00</b>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		<b>\$0.00</b>
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)	<b>\$14,899.48</b>	<b>\$0.00</b>
<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<b>\$0.00</b>	<b>\$0.00</b>
10	Labor (attach itemized hours and rates)	<b>\$0.00</b>	<b>\$0.00</b>
11	Vendor (attach invoices)	<b>\$9,263.50</b>	<b>\$0.00</b>
12	<b>Subtotal</b>	<b>\$9,263.50</b>	<b>\$0.00</b>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	<b>Incl.</b>	<b>\$0.00</b>
14	<b>Subtotal</b>	<b>\$9,263.50</b>	<b>\$0.00</b>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	<b>\$926.35</b>	<b>\$0.00</b>
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	<b>\$0.00</b>	<b>\$0.00</b>

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$10,189.85</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$25,089.33</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$25,089.33</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	\$501.79	\$0.00
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$25,591.12</b>	<b>\$0.00</b>

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



**Distribution:**

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



**Via:**

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

# CHANGE ORDER

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

<b>Change Order No.</b>	<b>66</b>
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	\$ 737,168.45
The Contract Sum prior to this Change Order was	\$ 3,992,168.45
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 42,433.71
The new Contract Sum including this Change Order will be	\$ 4,034,602.16
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:	3/25/2017

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

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

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

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

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

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

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

**66**

**PROJECT:**

Gravenstein Ph 2 Modernization  
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract					
						DoC	M1	M2	M3		
<b>TOTALS:</b>						\$	42,433.71	0	0	0	0
1.		Vapor Barrier In Crawl Space	62	Owner	\$	42,433.71					
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											

**END OF SUMMARY**



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

CONTRACTOR

			<i>Architect's Action</i>
By: <b>Scott Murray</b>	Fax:	<input type="checkbox"/>	REJECT - Received Too Late.
Date: <u>2/24/2017</u>		<input type="checkbox"/>	REJECT - Inadequate Back-Up.
		<input type="checkbox"/>	REJECT - Not in Proper Form.
		<input type="checkbox"/>	Review and Comment Only

SUMMARY OF ATTACHMENTS TO:	C.O. R. No.:	<u>62</u>
PROJECT:	Project No.:	
Gravenstein Modernization	Date:	<u>2/24/2017</u>
3840 Twig Ave.	DSA App. No.:	<u>0.00</u>
	Page	<u>2</u>
	of	<u>3</u>
Line	ADDED	CREDIT

	TITLE: Vapor Barrier In Crawl Space		
--	-------------------------------------	--	--

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

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$6,100.66</u>	<u>\$0.00</u>
2	Labor (attach itemized hours and rates)	<u>\$25,147.58</u>	<u>\$0.00</u>
3	Equipment (attach invoices)	<u>\$1,300.00</u>	<u>\$0.00</u>
4	<b>Subtotal</b>	<u>\$32,548.24</u>	<u>\$0.00</u>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<u>\$4,882.24</u>	<u>\$0.00</u>
6	<b>Subtotal</b>	<u>\$37,430.48</u>	<u>\$0.00</u>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		<u>\$0.00</u>
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)	<u>\$37,430.48</u>	<u>\$0.00</u>
	<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*		
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
10	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
11	Vendor (attach invoices)	<u>\$3,792.00</u>	<u>\$0.00</u>
12	<b>Subtotal</b>	<u>\$3,792.00</u>	<u>\$0.00</u>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	<u>Incl.</u>	<u>\$0.00</u>
14	<b>Subtotal</b>	<u>\$3,792.00</u>	<u>\$0.00</u>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	<u>\$379.20</u>	<u>\$0.00</u>
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	<u>\$0.00</u>	<u>\$0.00</u>

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$4,171.20</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$41,601.68</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	\$0.00	\$0.00
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$41,601.68</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	\$832.03	\$0.00
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$42,433.71</b>	<b>\$0.00</b>

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

Distribution:

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



Via:

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

# CHANGE ORDER

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

<b>Change Order No.</b>	<b>67</b>
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	\$ 779,602.16
The Contract Sum prior to this Change Order was	\$ 4,034,602.16
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 14,944.08
The new Contract Sum including this Change Order will be	\$ 4,049,546.24
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:	3/25/2017

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

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

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

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

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

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

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

67

**PROJECT:**

Gravenstein Ph 2 Modernization  
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
<b>TOTALS:</b>					\$ 14,944.08	0	0	0	0
1.	RFP 13	Principal's Office	66	Owner	\$ 14,944.08				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

**END OF SUMMARY**





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

CONTRACTOR

		<i>Architect's Action</i>	
		<input type="checkbox"/>	REJECT - Received Too Late.
		<input type="checkbox"/>	REJECT - Inadequate Back-Up.
		<input type="checkbox"/>	REJECT - Not in Proper Form.
		<input type="checkbox"/>	Review and Comment Only
By.	<b>Scott Murray</b>	Fax:	
Date	2/6/2017		
SUMMARY OF ATTACHMENTS TO:		C.O. R. No.:	<b>66</b>
PROJECT:		Project No.:	
Gravenstein Modernization		Date:	2/6/2017
3840 Twig Ave.		DSA App. No.:	0.00
		Page	2
		of	3
Line	TITLE: Principal's Office	ADDED	CREDIT

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

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<b>\$2,054.37</b>	<b>\$0.00</b>
2	Labor (attach itemized hours and rates)	<b>\$3,675.75</b>	<b>\$0.00</b>
3	Equipment (attach invoices)	<b>\$0.00</b>	<b>\$0.00</b>
4	<b>Subtotal</b>	<b>\$5,730.12</b>	<b>\$0.00</b>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<b>\$859.52</b>	<b>\$0.00</b>
6	<b>Subtotal</b>	<b>\$6,589.64</b>	<b>\$0.00</b>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		<b>\$0.00</b>
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)	<b>\$6,589.64</b>	<b>\$0.00</b>
<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<b>\$0.00</b>	<b>\$0.00</b>
10	Labor (attach itemized hours and rates)	<b>\$0.00</b>	<b>\$0.00</b>
11	Vendor (attach invoices)	<b>\$7,328.56</b>	<b>\$0.00</b>
12	<b>Subtotal</b>	<b>\$7,328.56</b>	<b>\$0.00</b>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	<b>Incl.</b>	<b>\$0.00</b>
14	<b>Subtotal</b>	<b>\$7,328.56</b>	<b>\$0.00</b>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	<b>\$732.86</b>	<b>\$0.00</b>
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	<b>\$0.00</b>	<b>\$0.00</b>

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$8,061.42</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$14,651.05</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	<b>\$0.00</b>	<b>\$0.00</b>
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$14,651.05</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$293.02</b>	<b>\$0.00</b>
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$14,944.08</b>	<b>\$0.00</b>

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

Distribution:

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



Via:

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

# CHANGE ORDER

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

Change Order No.	68
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	\$ 794,546.24
The Contract Sum prior to this Change Order was	\$ 4,049,546.24
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 16,418.25
The new Contract Sum including this Change Order will be	\$ 4,065,964.49
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:	3/25/2017

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

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

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

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

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

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

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

68

**PROJECT:**  
 Gravenstein Ph 2 Modernization  
 Gravenstein Union School District

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

Phase 2  
49-39  
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
<b>TOTALS:</b>					\$ 16,418.25	0	0	0	0
1.		Misc. Framing Changes in Admin	68	Architect	\$ 16,418.25				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

**END OF SUMMARY**

# CHANGE ORDER REQUEST

Distribution to:

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

OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

**COR**

68

TITLE: **Misc Framing Changes In Admin**

<b>PROJECT:</b> Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	<b>ARCHITECT:</b> AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	<b>C. O. R. No.</b> Date: Arch. Project No. Contract For: Contract Date: DSA File No. DSA App. No. OPSC App. No. Response to: Arch. RFP No.	<b>68</b> <u>2/6/2016</u> <u>940.00</u> <u>Modernization</u> <u>5.31.16</u> <u>01-115393</u> <u>                    </u> <u>                    </u> <u>                    </u> <u>                    </u>
<b>OWNER:</b> Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	<b>INSPECTOR OF RECORD:</b> Isaac Kuster  Fax:		

DESCRIPTION: COR for misc framing changes required in the Administration building due to existing conditions not being as shown in the contract drawings. See attached works sheets for break downs.

MODIFICATION TO  
CONTRACT SUM:  
(Line 22 from Page 2) \$16,418.25

MODIFICATION TO  
CONTRACT TIME:                       
Supporting schedule information attached

**CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:**

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

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

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

CONTRACTOR

By: **Scott Murray**  
 Date: 2/6/2016

Fax:

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

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

C.O. R. No.:	68
Project No.:	
Date:	2/6/2016
DSA App. No.:	0.00
Page of	2 of 3

Line	TITLE:	Misc Framing Changes In Admin	ADDED	CREDIT
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ALL LINES SHALL BE FILLED IN, (zero values acceptable).

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)		\$835.80	\$0.00
2	Labor (attach itemized hours and rates)		\$12,441.00	\$0.00
3	Equipment (attach invoices)		\$720.00	\$0.00
4	<b>Subtotal</b>		<b>\$13,996.80</b>	<b>\$0.00</b>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.		\$2,099.52	\$0.00
6	<b>Subtotal</b>		<b>\$16,096.32</b>	<b>\$0.00</b>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.			\$0.00
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)		<b>\$16,096.32</b>	<b>\$0.00</b>
<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*				
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)		\$0.00	\$0.00
10	Labor (attach itemized hours and rates)		\$0.00	\$0.00
11	Vendor (attach invoices)		\$0.00	\$0.00
12	<b>Subtotal</b>		<b>\$0.00</b>	<b>\$0.00</b>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.		Incl.	\$0.00
14	<b>Subtotal</b>		<b>\$0.00</b>	<b>\$0.00</b>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.		\$0.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.		\$0.00	\$0.00

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$0.00</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$16,096.32</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	<b>\$0.00</b>	<b>\$0.00</b>
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$16,096.32</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$321.93</b>	<b>\$0.00</b>
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$16,418.25</b>	<b>\$0.00</b>

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

**Distribution:**

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



**Via:**

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

# CHANGE ORDER

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

<b>Change Order No.</b>	<b>69</b>
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	\$ 810,964.49
The Contract Sum prior to this Change Order was	\$ 4,065,964.49
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 2,969.22
The new Contract Sum including this Change Order will be	\$ 4,068,933.71
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:	3/25/2017

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

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

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

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

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

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



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

69

**PROJECT:**

Gravenstein Ph 2 Modernization  
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
<b>TOTALS:</b>					\$ 2,969.22	0	0	0	0
1.		Additional Builder's Risk	69	Contractor	\$ 2,969.22				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

**END OF SUMMARY**



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

CONTRACTOR

By. **Scott Murray**  
Date 2/23/2017

Fax:

Architect's Action

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

SUMMARY OF ATTACHMENTS TO:

PROJECT:  
Gravenstein Modernization  
3840 Twig Ave.

C.O. R. No.:	<b>69</b>
Project No.:	
Date:	<u>2/23/2017</u>
DSA App. No.:	<u>0.00</u>
Page	<u>2</u>
of	<u>3</u>

Line	TITLE:	ADDED	CREDIT
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ALL LINES SHALL BE FILLED IN, (zero values acceptable).

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
2	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
3	Equipment (attach invoices)	<u>\$2,911.00</u>	<u>\$0.00</u>
4	<b>Subtotal</b>	<u>\$2,911.00</u>	<u>\$0.00</u>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<u>\$0.00</u>	<u>\$0.00</u>
6	<b>Subtotal</b>	<u>\$2,911.00</u>	<u>\$0.00</u>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		<u>\$0.00</u>
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)	<u>\$2,911.00</u>	<u>\$0.00</u>
<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	<u>\$0.00</u>	<u>\$0.00</u>
10	Labor (attach itemized hours and rates)	<u>\$0.00</u>	<u>\$0.00</u>
11	Vendor (attach invoices)	<u>\$0.00</u>	<u>\$0.00</u>
12	<b>Subtotal</b>	<u>\$0.00</u>	<u>\$0.00</u>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	<u>Incl.</u>	<u>\$0.00</u>
14	<b>Subtotal</b>	<u>\$0.00</u>	<u>\$0.00</u>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	<u>\$0.00</u>	<u>\$0.00</u>
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	<u>\$0.00</u>	<u>\$0.00</u>

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$0.00</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$2,911.00</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	<b>\$0.00</b>	<b>\$0.00</b>
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$2,911.00</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$58.22</b>	<b>\$0.00</b>
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$2,969.22</b>	<b>\$0.00</b>

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

Distribution:

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



Via:

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

# CHANGE ORDER

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

Change Order No.	70
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	\$ 813,933.71
The Contract Sum prior to this Change Order was	\$ 4,068,933.71
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 4,018.51
The new Contract Sum including this Change Order will be	\$ 4,072,952.22
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:	3/25/2017

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

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

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

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

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

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

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

70

**PROJECT:**

Gravenstein Ph 2 Modernization  
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
<b>TOTALS:</b>					\$ 4,018.51	0	0	0	0
1.	RFI #161	Firing Strips @ Siding	70	Architect	\$ 4,018.51				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

**END OF SUMMARY**

# CHANGE ORDER REQUEST

Distribution to:

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

OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

**COR**

70

TITLE: **Firring Strips @ Siding**

<b>PROJECT:</b> Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	<b>ARCHITECT:</b> AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	<b>C. O. R. No.</b> <u>70</u> Date: <u>2/6/2017</u> Arch. Project No. <u>940.00</u> Contract For: <u>Modernization</u> Contract Date: <u>5.31.16</u> DSA File No. <u>01-115393</u> DSA App. No. _____ OPSC App. No. _____ Response to: Arch. RFP No. <u>RFI #161</u>
<b>OWNER:</b> Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	<b>INSPECTOR OF RECORD:</b> Isaac Kuster Fax:	

DESCRIPTION: COR for the addition of firring strips in the rigid insulation layer of the wall along grid line FI for the attachment of the T-111 siding as per the direction of RFI #161.

MODIFICATION TO  
CONTRACT SUM:  
(Line 22 from Page 2) \$4,018.51

MODIFICATION TO  
CONTRACT TIME: \_\_\_\_\_  
Supporting schedule information attached

**CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:**

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

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

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

CONTRACTOR

By: **Scott Murray**  
 Date: 2/6/2017  
 Fax:

*Architect's Action*

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

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

C.O. R. No.:	70
Project No.:	
Date:	2/6/2017
DSA App. No.:	0.00
Page of	2 of 3
ADDED	CREDIT

Line	TITLE:	Firing Strips @ Siding	ADDED	CREDIT
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ALL LINES SHALL BE FILLED IN, (zero values acceptable).

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)		\$409.84	\$0.00
2	Labor (attach itemized hours and rates)		\$3,016.00	\$0.00
3	Equipment (attach invoices)		\$0.00	\$0.00
4	<b>Subtotal</b>		<b>\$3,425.84</b>	<b>\$0.00</b>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.		\$513.88	\$0.00
6	<b>Subtotal</b>		<b>\$3,939.72</b>	<b>\$0.00</b>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.			\$0.00
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)		<b>\$3,939.72</b>	<b>\$0.00</b>
<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*				
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)		\$0.00	\$0.00
10	Labor (attach itemized hours and rates)		\$0.00	\$0.00
11	Vendor (attach invoices)		\$0.00	\$0.00
12	<b>Subtotal</b>		<b>\$0.00</b>	<b>\$0.00</b>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.		Incl.	\$0.00
14	<b>Subtotal</b>		<b>\$0.00</b>	<b>\$0.00</b>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.		\$0.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.		\$0.00	\$0.00



17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$0.00</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$3,939.72</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	<b>\$0.00</b>	<b>\$0.00</b>
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$3,939.72</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$78.79</b>	<b>\$0.00</b>
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$4,018.51</b>	<b>\$0.00</b>

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

Distribution:

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



Via:

Fax	
E-Mail	X
Mail	X
Overnite	
Hand	X

# CHANGE ORDER

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

Change Order No.	71
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	\$ 817,952.22
The Contract Sum prior to this Change Order was	\$ 4,072,952.22
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 8,493.68
The new Contract Sum including this Change Order will be	\$ 4,081,445.90
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:	3/25/2017

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

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

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

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

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

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

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

71

**PROJECT:**

Gravenstein Ph 2 Modernization  
Gravenstein Union School District

Contract For:

Phase 2

DSA File No.:

49-39

DSA App. No.:

01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
<b>TOTALS:</b>					\$ 8,493.68	0	0	0	0
1.	RFI #161	Soffit Work	71	Architect	\$ 8,493.68				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

**END OF SUMMARY**

# CHANGE ORDER REQUEST

Distribution to:

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

OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

**COR**

71

TITLE: **Soffit Work**

<b>PROJECT:</b> Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	<b>ARCHITECT:</b> AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	<b>C. O. R. No.</b> <u>71</u> Date: <u>2/7/2017</u> Arch. Project No. <u>940.00</u> Contract For: <u>Modernization</u> Contract Date: <u>5.31.16</u> DSA File No. <u>01-115393</u> DSA App. No. _____ OPSC App. No. _____ Response to: _____ Arch. RFP No. <u>RFI #161</u>
<b>OWNER:</b> Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	<b>INSPECTOR OF RECORD:</b> Isaac Kuster Fax:	

**DESCRIPTION:**

COR for the additional work required at the main entrance soffit and for the addition of all required work at the West entrance soffit as per the response to RFI #161.

MODIFICATION TO CONTRACT SUM:  
(Line 22 from Page 2) \$8,493.68

MODIFICATION TO CONTRACT TIME: \_\_\_\_\_  
Supporting schedule information attached

**CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:**

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

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

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

CONTRACTOR

By. **Scott Murray**  
 Date 2/7/2017

Fax:

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

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

C.O. R. No.:	71
Project No.:	
Date:	2/7/2017
DSA App. No.:	0.00
Page	2
of	3
ADDED	CREDIT

Line TITLE: Soffit Work

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

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$968.99	\$0.00
2	Labor (attach itemized hours and rates)	\$6,032.00	\$0.00
3	Equipment (attach invoices)	\$240.00	\$0.00
4	<b>Subtotal</b>	<b>\$7,240.99</b>	<b>\$0.00</b>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$1,086.15	\$0.00
6	<b>Subtotal</b>	<b>\$8,327.14</b>	<b>\$0.00</b>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)	<b>\$8,327.14</b>	<b>\$0.00</b>
<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$0.00	\$0.00
12	<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$0.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$0.00</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$8,327.14</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	<b>\$0.00</b>	<b>\$0.00</b>
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$8,327.14</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$166.54</b>	<b>\$0.00</b>
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$8,493.68</b>	<b>\$0.00</b>

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

**Distribution:**

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



**Via:**

Fax	
E-Mail	X
Mail	X
Overnite	
Hand	X

# CHANGE ORDER

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

<b>Change Order No.</b>	<b>72</b>
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	\$ 826,445.90
The Contract Sum prior to this Change Order was	\$ 4,081,445.90
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 2,625.48
The new Contract Sum including this Change Order will be	\$ 4,084,071.38
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:	3/25/2017

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

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

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

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

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

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

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

72

**PROJECT:**  
 Gravenstein Ph 2 Modernization  
 Gravenstein Union School District

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

Phase 2  
49-39  
01-115393

No	Reference:	Description:	C.O.R. #	Request by:	Amount	Calendar Days Added to Contract			
						DoC	M1	M2	M3
<b>TOTALS:</b>					\$ 2,625.48	0	0	0	0
1.	RFI #178	Insulate Floor	72	Architect	\$ 2,625.48				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

**END OF SUMMARY**



# CHANGE ORDER REQUEST

Distribution to:

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

OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

**COR**

72

TITLE: **Insulate Floor**

<b>PROJECT:</b> Gravenstein Modernization 3840 Twig Ave. Sebastopol, Ca 95472	<b>ARCHITECT:</b> AXIA 250 D Street, Suite 210 Santa Rosa, Ca 95404 Fax:	<b>C. O. R. No.</b> <u>72</u> Date: <u>2/13/2017</u> Arch. Project No. <u>940.00</u> Contract For: <u>Modernization</u> Contract Date: <u>5.31.16</u> DSA File No. <u>01-115393</u> DSA App. No. _____ OPSC App. No. _____ Response to: _____ Arch. RFP No. <u>RFI #178</u>
<b>OWNER:</b> Gravenstein Union School District 3840 Twig Ave. Sebastopol, Ca 95472 Fax:	<b>INSPECTOR OF RECORD:</b> Isaac Kuster Fax:	

**DESCRIPTION:**

COR for the additional work required to insulate the sub floor as per the pending response to RFI #178. *COR needs to be approved by 2.15.17 in order to stay on schedule. Insulation has been priced as being installed through open floor. If COR is approved after floor is closed, additional expenses will occur.*

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

\$2,625.48

MODIFICATION TO  
CONTRACT TIME:

Supporting schedule information attached

**CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:**

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

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

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

CONTRACTOR

By: **Scott Murray**  
 Date: 2/13/2017

Fax:

Architect's Action

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

SUMMARY OF ATTACHMENTS TO:

PROJECT:  
 Gravenstein Modernization  
 3840 Twig Ave.

C.O. R. No.: 72  
 Project No.: \_\_\_\_\_  
 Date: 2/13/2017  
 DSA App. No.: 0.00  
 Page: 2  
 of: 3

Line	TITLE:	Insulate Floor	ADDED	CREDIT
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ALL LINES SHALL BE FILLED IN, (zero values acceptable).

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$0.00	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$0.00	\$0.00
6	<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>
7	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2.		\$0.00
8	<b>Subtotal</b> General Contractor Work (sum of lines 6 and 7.)	<b>\$0.00</b>	<b>\$0.00</b>
<b>SUBCONTRACT WORK</b> (Provide separate breakdown for each subcontract)*			
9	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
10	Labor (attach itemized hours and rates)	\$0.00	\$0.00
11	Vendor (attach invoices)	\$2,340.00	\$0.00
12	<b>Subtotal</b>	<b>\$2,340.00</b>	<b>\$0.00</b>
13	Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12.	Incl.	\$0.00
14	<b>Subtotal</b>	<b>\$2,340.00</b>	<b>\$0.00</b>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$234.00	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$2,574.00</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$2,574.00</b>	<b>\$0.00</b>
19	Applicable Taxes (itemized by levy and by contract)	<b>\$0.00</b>	<b>\$0.00</b>
20	<b>Subtotal (sum of lines 18 and 19)</b>	<b>\$2,574.00</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$51.48</b>	<b>\$0.00</b>
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$2,625.48</b>	<b>\$0.00</b>

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

**Change order summary for Second Interim**

Original contract amount	\$3,255,000.00	
New contract amount with approved change orders	\$3,956,956.93	(this includes the reduced amount for CO #62)
Change order totals approved by the board as of February 15th, 2017	<u>\$701,956.93</u>	

PO #P16-00944 was set up for \$3,255,000.00

PO increase of \$701,957 needed for Second Interim	
Fund 21 Rs 9010	\$ 210,000.00
Fund 40	<u>\$491,956.93</u>
	\$ 701,956.93

Increased Contribution needed for Fund 40 from Fd 01                      \$431,956.93

V.E.

**California Department of Education**

**Consolidated Application**

Gravenstein Union Elementary (49 70714 0000000)

Status: Certified  
 Saved by: Gail Eagan  
 Date: 2/15/2017 11:05 AM

**2016-17 Application for Funding**

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

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

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

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

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

**Application for Categorical Programs**

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

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

**\*\*\*Warning\*\*\***

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2016-17 Application for Funding

CDE Program Contact:

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESEA Sec. 3102 SACS 4203	
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**2016-17 Federal Transferability**

Federal transferability is governed by Title VI in ESEA Section 6123. An LEA may transfer a maximum of 50% of any program to other programs. This transferability is not the same as Title VI Subpart 1 REAP Flexibility governed by ESEA Section 6211.

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

Program Improvement Year	0
<b>Title II Part A Transfers</b>	
Title II, Part A entitlement	\$6,905
Transferred to Title I, Part A	\$0

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A LEA Allocation**

The purpose of this data collection is to calculate the full Title I Part A allocation available to the LEA.

**CDE Program Contact:**

Jane Liang, District Innovation and Improvement Office, [jliang@cde.ca.gov](mailto:jliang@cde.ca.gov), 916-319-0259

Jacqueline Matranga, District Innovation and Improvement Office, [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905

2016-17 Title I, Part A entitlement	\$55,042
Transferred-in amount	\$0
Title I, Part A entitlement after transfers	\$55,042
<b>Note:</b>	
In order for the 2015-16 Allowable Carryover amount to be pre-populated, the 2015-16 Title I, Part A Carryover data collection should be completed and saved before beginning data entry on this data collection.	
2015-16 Allowable Carryover	\$7,733
(Allowable values are the 12 month 2015-16 carryover amount or, whichever is less either the 15 month 2015-16 carryover amount or 15% of the 2015-16 entitlement plus transfers-in amount)	
Repayment of funds	\$8,990
2016-17 Total allocation	\$71,765
Indirect cost reservation	\$0
Administrative reservation	\$0
2016-17 Title I, Part A adjusted allocation	\$71,765
<b>Indirect Cost and Administration Calculation Tool</b>	
To help determine allowable indirect cost and administration reserves, based on your Approved Indirect Cost Rate as defined on <a href="http://www.cde.ca.gov/fg/ac/ic/">http://www.cde.ca.gov/fg/ac/ic/</a> , below are recommended values.	
2016-17 Approved indirect cost rate	4.17%
Maximum allowable indirect cost reservation	\$2,872
Recommended administration reservation	\$7,891

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A Reservations, Required**

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948

**Nonprofit Private School Equitable Services Percentage Calculation**

Total participating nonprofit private school low income students	
Total participating attendance area low income students	
Percent of nonprofit private school low income students for equitable service calculations	0.00%

**Required Reservations**

Title I Part A adjusted allocation	\$71,765
------------------------------------	----------

**Parental Involvement**

Parental involvement (1% of the entitlement plus transfers-in if greater than \$500,000.)	\$0
Supplemental parental involvement (Optional: Additional discretionary set-aside.)	
Nonprofit private school parental involvement set-aside	\$0
Amount remaining	\$0
Public school parental involvement	\$0
Balance available for LEA parental involvement activities	\$0

**Direct and Indirect Services**

Direct or indirect services to homeless children, regardless of their school of attendance	\$100
Homeless services provided (Maximum 500 characters)	Gravenstein Elementary will provide non-academic support and meeting the basic needs of the homeless (students clothing, supplies, health)
Local neglected institutions Does the LEA have local institutions for neglected children or children currently classified as neglected?	No
Direct or indirect services in local institutions for neglected children	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A Reservations, Required**

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948

Other neglected or delinquent services	
--	--

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A Reservations, Allowed**

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

**CDE Program Contact:**

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

**Allowed Reservations**

**Professional development for credentialed teachers and highly qualified paraprofessionals**

Professional development for teachers and paraprofessionals	
Nonprofit private school equitable services	\$0
Professional development reserved for public schools	\$0

**District-wide Instructional Programs**

District-wide instructional programs (Non-PI activities)	
Nonprofit private school equitable services	\$0
District-wide instructional programs for Title I public schools	\$0

**Other School Programs**

Other school programs Including summer school or intersession programs or before and after school programs.	
Nonprofit private school equitable services	\$0
Other school programs reserved for public schools	\$0

**Other Allowable Reservations**

Salary differentials	
Preschool programs	
Capital expenses for nonprofit private schools	

**Reservation Summary**

Adjusted Allocation	\$71,765
Total required reservations	\$100
Total allowed reservations	\$0
Allocations after reservations	\$71,665
Total nonprofit private school set aside	\$0
Nonprofit private school Parental Involvement set-aside	\$0

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A Reservations, Allowed**

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956

Nancy Bodenhausen, Title I Policy and Program Guidance Office, [NBodenhausen@cde.ca.gov](mailto:NBodenhausen@cde.ca.gov), 916-445-4904

Public school Parental Involvement set-aside	\$0
Amount available for Title I, Part A school allocations	\$71,665

**\*\*\*Warning\*\*\***

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2016-17 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Teacher & Principal Training & Recruiting.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, [mflommer@cde.ca.gov](mailto:mflommer@cde.ca.gov), 916-324-5689  
Juan J. Sanchez, Educator Excellence Office, [jsanchez@cde.ca.gov](mailto:jsanchez@cde.ca.gov), 916-319-0452

2016-17 Title II, Part A entitlement	\$6,905
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$6,905
Repayment of funds	\$0
Repayment comment Provide an explanation of why repayment dollars were added back to the allocation	
2016-17 Allocation	\$6,905
Administrative and indirect costs	\$0
2016-17 Title II, Part A adjusted allocation	\$6,905

\*\*\*Warning\*\*\*

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## 2016-17 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

Title I, Part A (Basic) SACS Code 3010	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Educator Quality) SACS Code 4035	No
Title III, Part A (Immigrant Students) SACS Code 4201	No
Title III, Part A (English Learner Students) - 2% maximum SACS Code 4203	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

**\*\*\*Warning\*\*\***

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# California Department of Education

Gravenstein Union Elementary (49 70714 0000000)

# Consolidated Application

Status: Certified  
Saved by: Gail Eagan  
Date: 2/28/2017 11:32 AM

## 2016-17 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program

### CDE Program Contact:

Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789  
Franco Rozic, Title I Monitoring and Support Office, [frzic@cde.ca.gov](mailto:frzic@cde.ca.gov), 916-319-0269

### Note:

In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date (ex. 04/30/2015)	SIG Approval Date (ex. 04/30/2015)	Poverty Level %
Gravenstein Community Day	6119655	N			
Gravenstein Elementary	6051742	N			
Gravenstein First	0126888	N			
Hillcrest Middle	6051759	N			

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### \*\*\*Warning\*\*\*

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**2015-16 Title I Part A Carryover**

Report only expenditures for fiscal year 2015-16 allocation to determine funds to be carried over to fiscal year 2016-17.

**CDE Program Contact:**

Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDerose@cde.ca.gov](mailto:RDerose@cde.ca.gov), 916-323-0472

**2015-16 Carryover Calculation**

2015-16 Title I Part A Entitlement	\$51,553
Transferred in	\$0
Title I Part A available allocation	\$51,553
Expenditures and obligations from July 1, 2015 through June 30, 2016 (12 Months)	\$30,213
Carryover as of June 30, 2016	\$21,340
Carryover percent as of June 30, 2016	41.39%
Expenditures and obligations from July 1, 2015 through September 30, 2016 (15 Months)	\$34,830
Carryover as of September 30, 2016	\$16,723
Carryover percent as of September 30, 2016	32.44%
Allowable carryover amount (15%)	\$7,733
Amount of carryover funds above the allowable 15%	\$8,990

**Waiver Request**

The LEA's carryover percentage as of September 30, 2016 exceeds 15% and our records indicate that the LEA has not received a carryover waiver in the last two years. Therefore, the LEA meets the eligibility requirements to apply for a Carryover Waiver Request for 2015-16 funds. The total amount for major activities described in the waiver must equal the amount of carryover funds above the allowable 15 percent calculated above. Each activity should be described in detail; for example it is not a sufficient description to write professional development budgeted at \$50,000. Description of such activity should include the type of professional development, how many teachers and at which schools and how the activity will help the lowest performing students.

If an eligible LEA does not complete the application for a waiver below, CDE will invoice the LEA to return the carryover amount that exceeds the 15 percent carryover limit.

Major Activity Description 1	Hire highly qualified teacher assistant to help lowest performing students.
Budgeted Amount 1	\$8,990
Major Activity Description 2	
Budgeted Amount 2	

**\*\*\*Warning\*\*\***

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**2015-16 Title I Part A Carryover**

Report only expenditures for fiscal year 2015-16 allocation to determine funds to be carried over to fiscal year 2016-17.

**CDE Program Contact:**

Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDerosc@cde.ca.gov](mailto:RDerosc@cde.ca.gov), 916-323-0472

Major Activity Description 3	
Budgeted Amount 3	
Major Activity Description 4	
Budgeted Amount 4	
Major Activity Description 5	
Budgeted Amount 5	
Major Activity Description 6	
Budgeted Amount 6	
Total budgeted	\$8,990

**\*\*\*Warning\*\*\***

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**2015-16 Title III, Part A Immigrant YTD Expenditure Report, 18 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through December 31, 2016.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Approved Immigrant Sub-grantee Activities**

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

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
- (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
- (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
- (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

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

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

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

2015-16 Title III, Part A Immigrant entitlement	\$87
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$87
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$87
2015-16 Unspent funds	\$0
General comment (Maximum 500 characters)	

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2016-17 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to be allocated to eligible public schools and equitable services to students in nonprofit private schools.

Available public school parental involvement reservation \$0

Total participating attendance area low income students (entered on Reservations, Required) 0

Available nonprofit private school set-asides \$0

Available nonprofit private school parental involvement reservation \$0

Unallocated school amount \$0.16

Unallocated public school parental involvement \$0

Unallocated nonprofit private school set-asides \$0

Unallocated nonprofit private school parental involvement \$0

Sum of Title I participating schools low income student count 114

Difference between participating attendance area low income students (entered on Reservations, Required) and Sum of Title I participating schools low income student count 0

School Name	School Code	Grade Span Group	Student Enrollment	Low Income Students	Low Income Student %	\$ Per Low Income Student (0.00)	Carryover	Public School Parental Involvement	Nonprofit Private Parental Involvement	Nonprofit Private Set Aside	Total School Allocation	Exception Reason	EIA Funded	Other Program Funds	Exception Comment
Gravenstein First	0126888	1	39	9	23.08	629.56					5666.04		N	N	
Gravenstein Elementary	6051742	1	441	68	15.42	628.56					42742.08		N	N	
Hillicrest Middle	6051759	2	246	37	15.04	628.56					23256.72		N	N	
Gravenstein Community Day	6119655	1	0	0	0.00	0.00					0.00		N	N	

\*\*\*Warning\*\*\*

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2016-17 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to be allocated to eligible public schools and equitable services to students in nonprofit private schools.

CDE Program Contact:

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

LEA meets small district criteria.

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

Is a single school district

Has a single school per grade span

Has enrollment total for all schools less than 1,000

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

Allowable Exception Reasons

a - Meets 35% Low Income Requirement

c - Funded by Other Allowable Sources

d - Desegregation Waiver on File

e - Grandfather Provision

f - Feeder Pattern

g - Local Funded Charter Opted Out

h - Local Funded Charter Opted In

Low income measure

Group Schools by Grade Span

District-wide low income %

Grade span 1 low income %

Grade span 2 low income %

Grade span 3 low income %

Available Title I, Part A school allocation

FRPM

No

15.70%

16.04%

15.04%

0.00%

\$71,665

\*\*\*Warning\*\*\*

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R03

**2014-15 Title I, Part A Closeout Report**

Report fiscal year expenditures to determine 2014-15 Title I, Part A unspent funds.

**CDE Program Contact:**

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

**2014-15 Reported 15 Month Carryover**

2014-15 Title I, Part A Entitlement	\$36,664
Transferred in	\$0
Title I, Part A available allocation	\$36,664
Expenditures and obligations from July 1, 2014 through September 30, 2015 (15 Months)	\$32,230
Reported carryover as of September 30, 2015	\$4,434
Carryover adjustment amount (Funds invoiced by CDE)	\$0
Adjusted carryover amount	\$4,434

**2014-15 Final Expenditure Reporting**

Carryover spent through September 30, 2016	\$4,434
Unspent funds to be returned to the CDE	\$0
Note: CDE will invoice the LEA to return the unused 2014-15 funds.	

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**2014-15 Title II, Part A Fiscal Year Expenditure Report, Closeout 27 Months**

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

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflommer@cde.ca.gov](mailto:mflommer@cde.ca.gov), 916-324-5689

2014-15 Title II, Part A entitlement	\$6,982
2014-15 Title II, Part A total apportionment issued	\$6,982

**Professional Development Expenditures**

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

**Exams and Test Preparation Expenditures**

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

**Recruitment, Training, and Retaining Expenditures**

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

**Miscellaneous Expenditures**

Class size reduction	\$6,982
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$6,982
2014-15 Unspent Funds	\$0
Note: CDE will invoice the LEA for the 2014-15 unspent apportionment amount.	
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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## 2014-15 Title III, Part A Immigrant YTD Expenditure Report, Closeout 27 Months

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

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Approved Immigrant Sub-grantee Activities**

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

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

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

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

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

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

2014-15 Title III, Part A Immigrant entitlement	\$94
2014-15 Title III, Part A Immigrant total apportionment issued	\$94
2014-15 Title III, Part A Immigrant supplemental entitlement	\$28
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$122
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$122
2014-15 Unspent funds	\$0

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### 2014-15 Title III, Part A Immigrant YTD Expenditure Report, Closeout 27 Months

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

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

2014-15 Invoice amount Note: CDE will invoice the LEA for the 2014-15 unspent apportionment amount.	\$0
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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NOTICE OF TERMS OF EMPLOYMENT

This employment is between Gravenstein Union School District ("District") and Amanda Smuck ("Employee").

1. TERM OF EMPLOYMENT: Subject to ratification by the governing board, District employs Employee for the 2016-17 school year, commencing March 1, 2017 and terminating June 8, 2017. Employment shall be (full-time).

2. SALARY: Employee's salary will be at the rate established by the certificated salary schedule for the school year. Said schedule is incorporated by reference. Subject to verification of prior experience and academic credit, employee will be placed at step 1, column I on said schedules. Employee's salary will be paid in 10 installments and is subject to proration if Employee works less than a full school year. Employee shall not receive salary for any period during which an appropriate credential is not on file with the County Superintendent.

3. CLASSIFICATION: Employee is classified as follows:

- Section 24214 - Retired certificated employee paid less than amount requiring STRS reinstatement
Section 24216.5 - Retired teacher employed to assist because of class size reduction
Section 24216.6 - Retired teacher employed to provide remedial instruction in grades 2-12
Section 44830(c)(1) or (m)- Teacher conditionally hired pending CBEST
Section 44830(c)(2) - Class size reduction teacher pending CBEST
Section 44909 - Temporary, Categorically Funded Program (specific project is not required by state or federal law and is designated as
Section 44910 - ROP Teacher not previously employed in regular program
Sections 44915, 44929.23 - Probationary
Section 44917 - Substitute
Section 44919 - Temporary, Short Less than 20 days
Section 44920 - Temporary, Long based on the need for additional certificated employees because of leave or illness of another employee
Section 44929.21 - Permanent; 250 ADA or more
Section 44929.23 - Permanent; 249 ADA or less
Section 44929.25 - Adult School teacher teaching no more than 60% of the hours per week considered full time
Section 44986(b)(1) - Replacement for permanent employee granted STRS disability allowance for up to 39 months

4. WORK YEAR: Employee shall be notified of his/her first day of duty, which is December 1, 2016 and shall serve the number of days specified in board policy or in the collective bargaining agreement (183 days), as applicable.

5. LAWS: This employment is made subject to the laws of California, applicable rules of the State Board of Education and of the Governing Board of the above-named School District affecting the terms and conditions of employment by Governing Boards of school districts and any collective bargaining agreement in effect during the term of this contract.

6. CREDENTIAL: Employment is conditioned upon possession of the following valid credentials: Clear Multiple Subjects which are required by law for this employment, which will be on file in the Office of the Superintendent of Schools of Sonoma County, prior to the first day of service.

7. OTHER SPECIAL TERMS, IF ANY:

8. NO OTHER EMPLOYMENT: Employment is further conditioned upon Employee not holding a valid Contract of employment with the governing board of another school district which will in any way conflict with his/her employment (Code of Administrative Regulations, Title 5, and Section 5500).

Gravenstein Union School District
Jennifer Schwinn, Superintendent

Signature
Date: 2/27/17

Employee: [Signature]
Signature
Date: 2/27/17

\*Notwithstanding the dates set forth in this Notice, categorically funded and temporary certificated employees serve at the will of District and may be dismissed at any time.

# The Single Plan for Student Achievement

for

Gravenstein Union School District

CDS Code: 49-70714-6051742

Date of this revision: February 28, 2017

The *Single Plan for Student Achievement* (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California *Education Code* sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the *Single Plan for Student Achievement*.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Jennifer Schwinn

Position: Superintendent-Principal

Telephone Number: (707) 823-7008

Address: 3840 Twig Ave., Sebastopol, CA 95472

E-mail Address: jschwinn@grav.k12.ca.us

Gravenstein Union School District

The District Governing Board approved this revision of the School Plan 3/8/17

**Gravenstein Union School District**  
**Student Achievement in English Language Arts**  
**2016-17**

SMART Goals: Please see attached ELA grade level goals

<p><b>Actions:</b> Coherent actions you will take to put your theory into practice and solve the problem you have identified.</p>	<p><b>Results Indicators:</b> Activities or evidence that the strategy is in place, actions are being taken and are producing the anticipated results</p>	<p><b>Resources:</b> People/Time/Money</p>	<p><b>Funding Source:</b> Title 1, SIP, Title II Title III, other</p>
<p>Assessment/Data Analysis</p> <ul style="list-style-type: none"> <li>•Test results</li> <li>•Verbal check in/CFU</li> <li>•Choral response</li> <li>•Anecdotal observation</li> <li>•Student performance on homework and class work</li> <li>•Writing portfolios</li> <li>•District benchmark tests</li> </ul>	<ul style="list-style-type: none"> <li>•Test results show increase in student proficiency in writing strategies</li> <li>•District benchmark tests</li> </ul>	<ul style="list-style-type: none"> <li>• State sponsored standardized tests</li> <li>•Teachers</li> <li>•Administration</li> <li>•TAs</li> <li>•Parents</li> <li>•Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>•State sponsored standardized tests</li> <li>•LCFF</li> </ul>
<p>Instructional Strategies</p> <ul style="list-style-type: none"> <li>•Writing fluency activities</li> <li>•Writers' workshop</li> <li>•Display great examples of student writing</li> <li>•Display vocabulary on classroom walls</li> <li>•Non-fiction reading materials, incl. magazines, Science &amp; SS weekly &amp; monthly publications, ReadWork.org.,</li> </ul>	<ul style="list-style-type: none"> <li>•Teacher &amp; TA observation of students</li> <li>•Holistic writing prompt results</li> <li>•Writing portfolio holds evidence from the writing process with multiple drafts to show growth</li> </ul>	<ul style="list-style-type: none"> <li>•Teachers</li> <li>•Administration</li> <li>•TAs</li> <li>•Parents</li> <li>•Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>•Title 1</li> <li>•Tier III</li> <li>•Special Education</li> <li>•General Fund</li> <li>•Private donations</li> <li>•MPF</li> <li>•GSF</li> </ul>
<p>Instructional Strategies</p> <p>Teachers use supplemental materials such as:</p> <ul style="list-style-type: none"> <li>•IXL</li> <li>•Linda Mood Bell</li> <li>•<i>Imagine It</i> K-5<sup>th</sup> gr.</li> <li>•<i>Study Sync</i> 6-8<sup>th</sup> gr.</li> </ul>	<ul style="list-style-type: none"> <li>•Writing produced from supplemental materials</li> <li>•Reading &amp; Writing for information &amp; developing viable arguments</li> </ul>	<ul style="list-style-type: none"> <li>•Teachers</li> <li>•Administration</li> <li>•TAs</li> <li>•Parents</li> <li>•Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>•Title 1</li> <li>•SIP</li> <li>•Special Education</li> <li>•General Fund</li> <li>•Private donations</li> </ul>
<p>Intervention</p> <ul style="list-style-type: none"> <li>•Mini-lessons</li> <li>•1:1 w/teacher or TA</li> <li>•Parent conference</li> <li>•Learning Lab</li> <li>•Homework Club/Daycare</li> </ul>	<ul style="list-style-type: none"> <li>•Mini-lessons</li> <li>•1:1 w/ teacher or TA</li> <li>•Parent involvement</li> <li>•Learning Lab</li> </ul>	<ul style="list-style-type: none"> <li>•Teachers</li> <li>•Administration</li> <li>•TAs</li> <li>•Parents/volunteers</li> </ul>	<ul style="list-style-type: none"> <li>•Title 1</li> <li>•SIP</li> <li>•Special Education</li> <li>•Private donations</li> <li>•Child Development Fund</li> </ul>

**Gravenstein Union School District  
Student Achievement in Mathematics  
2016-17**

SMART Goals: Please see attached Math grade level goals

<p><b>Actions:</b> Coherent actions you will take to put your theory into practice and solve the problem you have identified.</p>	<p><b>Results Indicators:</b> Activities or evidence that the strategy is in place, actions are being taken and are producing the anticipated results</p>	<p><b>Resources:</b> People/Time/Money</p>	<p><b>Funding Source:</b> Title 1, SIP, Title II Title III, other</p>
<p>Assessment/Data Analysis</p> <ul style="list-style-type: none"> <li>•Test results</li> <li>•Verbal check-in</li> <li>•Choral response</li> <li>•Anecdotal observation</li> <li>•Student performance on homework and class work</li> <li>•MARS Tasks/Journal practice</li> <li>•Go Math assessments</li> </ul>	<ul style="list-style-type: none"> <li>•Test scores in target areas increase in proficiency level</li> <li>•Ed Results technology tools break down data</li> <li>•Data Quest data</li> <li>•Benchmark tests</li> </ul>	<ul style="list-style-type: none"> <li>• State sponsored standardized tests</li> <li>•Teachers</li> <li>•Administration</li> <li>•TAs</li> <li>•Parents</li> <li>•Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>•Title 1</li> <li>•Special Education</li> <li>•Private donations</li> <li>•LCFF</li> </ul>
<p>Instructional Strategies e.g.</p> <ul style="list-style-type: none"> <li>•Direct instruction</li> <li>•Guided practice</li> <li>•Partner work-think, pair, share</li> <li>•1:1 instruction</li> <li>•Homework practice</li> <li>•Small group</li> <li>•Classroom displays</li> <li>•MARS Tasks</li> </ul>	<ul style="list-style-type: none"> <li>•Teacher and TA observation of students' success &amp; participation</li> <li>•Improvement in benchmark testing</li> <li>•Improvement in class work and homework accuracy</li> </ul>	<ul style="list-style-type: none"> <li>•Teachers</li> <li>•Administration</li> <li>•TAs</li> <li>•Parents</li> <li>•Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>•Title 1</li> <li>•Special Education</li> <li>•Private donations</li> <li>•MPF</li> <li>•GSF</li> </ul>
<p>Instructional Strategies</p> <ul style="list-style-type: none"> <li>•Tutoring</li> <li>•Math journals</li> <li>•IXL</li> <li>•Kahn Academy</li> <li>•Prodigy</li> <li>•CAASPP interim assessments</li> </ul>	<ul style="list-style-type: none"> <li>•Students more able to work independently with accuracy</li> <li>•Use pretest &amp; re-teach lesson concepts</li> <li>•Accuracy in math journals</li> <li>•Task performance programs</li> </ul>	<ul style="list-style-type: none"> <li>•Teachers</li> <li>•Administration</li> <li>•TAs</li> <li>•Parents</li> <li>•Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>•Title 1</li> <li>•Special Education</li> <li>•Private donations</li> </ul>
<p>Intervention</p> <ul style="list-style-type: none"> <li>•Learning Lab</li> <li>•1:1 instruction</li> <li>•Go Math intervention</li> <li>•Homework Club/Daycare</li> </ul>	<ul style="list-style-type: none"> <li>•Benchmark testing shows improvement</li> <li>•Intervention record-keeping in students' individual journals</li> <li>•Kids track their own progress</li> </ul>	<ul style="list-style-type: none"> <li>•Teachers</li> <li>•Administration</li> <li>•TAs</li> <li>•Parents</li> <li>•Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>•Title 1</li> <li>•Special Education</li> <li>•Private donations</li> <li>•Child Development Fund</li> </ul>

**Gravenstein Union School District**

**Culture & Context**

**School environment, norms and behaviors of school community (e.g. risk taking, collaboration, problem-solving, Professional Learning Communities, pacing guides, etc.) necessary to implement student achievement goals.**

**2016-17**

Smart goals: Build community and care for our Earth, beautiful schools, and grounds by developing a composting & recycling program that increases the sorting of trash on campus and reduces trash going to the landfill.

<p align="center"><b>Actions:</b></p> <p>Coherent actions you will take to put your theory into practice and solve the problem you have identified.</p>	<p align="center"><b>Results Indicators:</b></p> <p>Activities or evidence that the strategy is in place, actions are being taken and are producing the anticipated results</p>	<p align="center"><b>Resources:</b></p> <p>People/Time/Money</p>	<p align="center"><b>Funding Source:</b></p> <p><b>Title 1, SIP, Title II Title III, other</b></p>
<p>Assessment/Data Analysis Planning:</p> <ul style="list-style-type: none"> <li>-Staff mtgs</li> <li>-GSF meetings</li> <li>-In classrooms</li> <li>-Family Outreach</li> <li>-Parent survey</li> </ul>	<ul style="list-style-type: none"> <li>-The school calendar set with training assembly</li> <li>-Custodians notice properly sorted trash</li> </ul>	<ul style="list-style-type: none"> <li>Staff</li> <li>Students</li> <li>GSF</li> <li>Board</li> <li>Community Members</li> </ul>	<p>Donations Fundraising •LCFF</p>
<p>Instructional Strategies Implementation/Communication:</p> <ul style="list-style-type: none"> <li>-Post signage w/ sorting guidelines</li> <li>-Monday Messages</li> <li>-Hillcrest Bulletin</li> <li>-Assembly to instruct staff and students about sorting trash</li> </ul>	<p>Parent survey</p>	<p>All of above resources</p>	<p>Donations Fundraising •MPF •GSF</p>
<p>Instructional Strategies :</p> <ul style="list-style-type: none"> <li>-Provide supervision for sorting</li> <li>-Teachers and Principal help communicate plan</li> <li>-Training needed for staff and students</li> <li>-Purchase compost bins</li> <li>-Provide sorting stations</li> </ul>	<p>Same as above</p>	<p>All of above resources</p>	<p>Donations Fundraising</p>
<p>Intervention:</p> <ul style="list-style-type: none"> <li>-Families help out</li> <li>-Consider recognizing students who help with recycling program</li> </ul>		<p>All of above resources</p> <ul style="list-style-type: none"> <li>•Seek donations</li> <li>•Other fundraisers</li> </ul>	<p>Donations Fundraising</p>

**GRAVENSTEIN UNION SCHOOL DISTRICT**  
**SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA)**

- Grade level goals in ELA & Math as submitted by certificated grade level teams
- A Community Building goal developed by the School Site Council team

**TK:**

ELA areas of focus:

Reading and Writing - Upper and lower case recognition with 80% proficiency

Strategies include: letter of the week, daily hands-on activities, music and movement to learn capital/lower case letters.

Math area of focus:

Number recognition 1-20

Strategies include: daily hands-on activities using manipulatives to practice one-to-one correspondence and number/quantity matching

**Kindergarten:**

ELA

Writing: -Student will blend sounds to make words

Strategy: Daily labeling and writing practice

-Student will be able to standardize letter and number formation

Strategy: Repetition in handwriting practice. We are looking forward to using Writing Wizard and other handwriting apps when we receive tablets!

Reading: -Student will be able to decode CVC words while reading

Strategy: Daily practice with blending and reading decodable books

Math:

Strong number sense and number recognition 1-30

Strategy: Subitize numbers, repetition with number handwriting practice

**1<sup>st</sup> Grade:**

ELA area of focus:

CCSS.ELA-LITERACY.RL.1.1 Answer questions about key details in a text.

Strategies: Students will receive weekly instruction and practice with:

- reading comprehension questions related to their core decodable books
  - locating and identifying text evidence to answer the comprehension questions
  - students will identify key words in the questions and locate those same words in the text -
- Students will locate the answer to the question and highlight the text evidence in their decodable book.

CCSS.ELA-LITERACY.W.1.8 With guidance and support from adults, gather information from provided sources to answer a question.

Strategies: Students will receive weekly instruction and practice with:

- Rephrasing questions in order to answer in complete sentences that are precise and thoroughly address and answer the question posed
- Students will respond to questions in writing using complete sentences that include: question rephrasing, correct spelling, capitalization, ending punctuation, and provide text evidence

Math area of focus:

- With guidance and support from adults, students will use objects, drawings, equations with symbols, and math vocabulary to explain their mathematical thinking and problem solving.

Strategies:

Students will receive weekly instruction and practice with:

Explaining math thinking using “Explain It to the Martians” worksheets and the “PROVE IT” process to check their work

## **2<sup>nd</sup> Grade:**

ELA area of focus:

Grammar

- Set goal of 50% proficiency on district/teacher assessments

Strategy: Will use IXL to improve grammar scores on weekly unit assessments and benchmarks

Math area of focus:

Improve success with performance tasks

- Set goal of 60% proficiency in 2<sup>nd</sup> grade as determined by district/teacher assessments

Strategy: Use MARS tasks

## **3<sup>rd</sup> Grade:**

ELA area of focus:

-Improve students' ability to find info in a text to support their answers

ELA:

Strategy: Use Digital Read Works

Math area of focus:

-Multi-step word problems with re-grouping

Math

Strategy: Use Ixl.com and MARS Task

#### **4<sup>th</sup> Grade:**

ELA area of focus:

“Listening” on the CAASPP

Strategy: try listening to passages and use graphic organizers to recall details

Math area of focus:

Communicating reasoning in problem solving.

-Students will be able to explain their answers

Strategy: Use MARS tasks and Math talks to build skills

#### **5<sup>th</sup> Grade:**

##### **Language Arts**

Students will write well-developed multi-paragraph essays exhibiting proper organization, structure, and English conventions.

These writing standards are the areas in which we will focus:

CCSS.ELA-LITERACY.W.5.2

Write informative/explanatory texts to examine a topic and convey ideas and information clearly.

CCSS.ELA-LITERACY.W.5.2.A

Introduce a topic clearly, provide a general observation and focus, and group related information logically; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.

CCSS.ELA-LITERACY.W.5.2.B

Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.

CCSS.ELA-LITERACY.W.5.2.C



Link ideas within and across categories of information using words, phrases, and clauses (e.g., *in contrast*, *especially*).

CCSS.ELA-LITERACY.W.5.2.D

Use precise language and domain-specific vocabulary to inform about or explain the topic.

CCSS.ELA-LITERACY.W.5.2.E

Provide a concluding statement or section related to the information or explanation presented.

CCSS.ELA-LITERACY.L.5.2

Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

CCSS.ELA-LITERACY.L.5.1

Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

Our strategies for reaching this goal are to review and reinforce the grade-level standards through: direct instruction, guided practice, and independent practice.

Direct Instruction- Imagine It! curriculum

Guided Practice- Imagine It! and Science/Social Studies extended writing assignments

Independent Practice- ixl for practice of conventions, rubrics and structured outlines

Assessment:

1. Imagine It! Unit-theme essays
2. Unit assessments: 1-5
3. Benchmark Assessments: 1, 4, 7

## **Math**

Goal: All students achieve 70% mastery on chapter quizzes and tests.

Our strategies for reaching this goal will be achieved through: direct instruction, guided practice, and independent practice.

Direct Instruction- Go Math! Curriculum and students taking notes in a Math Notebook

Guided Practice- Think Central online assignments and teacher-created worksheets and activities

Independent Practice- Go Math! Provided homework; IXL chapter-specific skills

Assessment:

1. Think Central chapter quizzes and tests
2. Mid-year assessment
3. End-of-the-Year assessment

## **6<sup>th</sup> grade:**

### **Language Arts**

Students will write well-developed paragraphs exhibiting proper punctuation, capitalization, spelling, and grammar with 90% accuracy.

### ***CCSS Standards of W.6.4, W.6.5, W.6.6: Production and Distribution of Writing***

Our strategies for reaching this goal are to review and reinforce grade-level standards through practice and the use of IXL. Additionally, the students will continue to check their writing through Grammarly and Hemingway App as an additional resource.

#### **Math**

Students will gain confidence in approaching and solving word problems.

### ***CCSS Standards of Math 6.RP.3, 6.NS.1, 6.NS.8, 6.EE.7***

We will target these skills by using visual aids, curriculum resources, IXL, and MARS Tasks. We will continue to encourage students to analyze information, formulate a plan, solve, and then justify and evaluate their work.

#### **7<sup>th</sup> grade:**

#### **ELA Specific Target Area:**

While our percentage of students who are Near or Above Standard in all areas of language arts is high, we see a need for improvement in one area. In the reading strand last year, 20% of 7th graders were below standard.

As a department we are going place emphasis on reading informational text and the ***CCSS Standards of RI.7.7, RI.7.8, RI.7.9: Integration of Knowledge and Ideas***. Our department will focus on comparative analysis of a topic using multiple primary, secondary and multimedia sources.

Our secondary emphasis will be placed on reading literature and the ***CCSS Standards of RL.7.7, RL.7.9: Integration of Knowledge and Ideas***. Our department will focus on comparative analysis of literature, placing emphasis on comparing the elements of literature from anchor texts and secondary sources of literature.

#### **Department Goals for 7th Grade Math:**

Goals: Work on retention and recall of skills, fill in gaps of prior knowledge, and focus on **proportional relationships**

Implementation: A weekly “skills review” worksheet of 15-20 free response questions will be created each week. These questions will cover the following:

- prior knowledge skills relevant to current topics of study
- Skills from previous modules of study
- 1-2 questions specifically about proportional relationships
- 1-2 “thinking” (but easy access) questions

The assignment will be graded and kept in the classroom. Students may continue to re-work questions until completely successful.

The grading of the “skills review” assignments will give the teacher a good indication of how the class is progressing, (as well as individually). Direct instruction will be altered when necessary to address the needs of the class. When the opportunity presents itself, students will be spoken to directly about incorrect responses and given individualized instruction on the topic at hand.

### 8<sup>th</sup> grade:

#### **ELA Goals:**

**Increase Overall Percentages for Standards Exceeded and Met by 2-4%, while decreasing the Overall Percentages for Standard Nearly and Not Met by 2-4%.**

#### ***Specific Target Strands for Improvement:***

**Concepts and Procedures & Problem Solving and Modeling/Data Analysis-** Upon review we noticed that the performance gap was smallest in the Near Standard category in the strands of Concepts and Procedures & Problem Solving and Modeling/Data Analysis. We would like to focus on these percentages, which are fairly close to the County and State percentages. We would like to widen that gap by moving more 8th grade students into the Above Standard Categories in those two strands.

***Tools and Techniques to address the above goal:*** Use weekly skills reviews to continue practice and monitor students’ comprehension in prior content areas. Support skills with IXL target practice on a weekly basis.

#### Department Goals for 8th Grade Math:

Goals: Work on retention and recall of skills, fill in gaps of prior knowledge, and focus on **linear relationships**

Implementation: A weekly “skills review” worksheet of 15-20 free response questions will be created each week. These questions will cover the following:

- prior knowledge skills relevant to current topics of study
- Skills from previous modules of study
- 1-2 questions specifically about linear relationships
- 1-2 “thinking” (but easy access) questions

The assignment will be graded and kept in the classroom. Students may continue to re-work questions until completely successful.

The grading of the “skills review” assignments will give the teacher a good indication of how the class is progressing, (as well as individually). Direct instruction will be altered when necessary to address the needs of the class. When the opportunity presents itself, students will be spoken to directly about incorrect responses and given individualized instruction on the topic at hand.

**School Culture Goal:**

Build community and care for our Earth, beautiful schools, and grounds by developing a composting and recycling program that increases the sorting of trash on campus and reduces trash going into the landfill.

Needs/Strategies:

-Equipment:

-bins

-create waste sorting stations

-Increase availability of bins on campus

-Signage

-Supervision needed for the sorting stations

-Training for staff and students

**Form C: Programs Included in this Plan**

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school participates. If the school receives funding, then the plan must include the proposed expenditures.)

State Programs	Allocation
<input type="checkbox"/> California School Age Families Education <u>Purpose:</u> Assist expectant and parenting students to succeed in school.	\$0
<input type="checkbox"/> Economic Impact Aid/ State Compensatory Education <u>Purpose:</u> Help educationally disadvantaged students succeed in the regular program.	\$24,409 in LCFF
<input type="checkbox"/> Economic Impact Aid/ English Learner Program <u>Purpose:</u> Develop fluency in English and academic proficiency of English learners	\$0
<input type="checkbox"/> High Priority Schools Grant Program <u>Purpose:</u> Assist schools in meeting academic growth targets.	\$0
<input type="checkbox"/> Instructional Time and Staff Development Reform <u>Purpose:</u> Train classroom personnel to improve student performance in core curriculum areas.	\$0
<input type="checkbox"/> Peer Assistance and Review <u>Purpose:</u> Assist teachers through coaching and mentoring.	\$3,598 in LCFF
<input type="checkbox"/> Pupil Retention Block Grant <u>Purpose:</u> Prevent students from dropping out of school.	\$0

<input type="checkbox"/>	School and Library Improvement Program Block Grant <u>Purpose:</u> Improve library and other school programs.	\$67,481 in LCFF
<input type="checkbox"/>	School Safety and Violence Prevention Act <u>Purpose:</u> Increase school safety.	\$7,990 in LCFF
<input type="checkbox"/>	Tobacco-Use Prevention Education <u>Purpose:</u> Eliminate tobacco use among students.	\$0
<input type="checkbox"/>	List and Describe Other State or Local funds (e.g., Gifted and Talented Education)	\$19,067
Total amount of state categorical funds allocated to this school *Categorical funds have rolled into LCFF		\$122,545

Federal Programs under No Child Left Behind (NCLB)	Allocation
<input type="checkbox"/> Title I, Neglected <u>Purpose:</u> Supplement instruction for children abandoned, abused, or neglected who have been placed in an institution	\$
<input type="checkbox"/> Title I, Part D: Delinquent <u>Purpose:</u> Supplement instruction for delinquent youth	\$
<input type="checkbox"/> Title I, Part A: Schoolwide Program <u>Purpose:</u> Upgrade the entire educational program of eligible schools in high poverty areas	\$
<input type="checkbox"/> Title I, Part A: Targeted Assistance Program <u>Purpose:</u> Help educationally disadvantaged students in eligible schools achieve grade level proficiency	\$55,042
<input type="checkbox"/> Title I, Part A: Program Improvement <u>Purpose:</u> Assist Title I schools that have failed to meet NCLB adequate yearly progress (AYP) targets for one or more identified student groups	\$
<input type="checkbox"/> Title II, Part A: Teacher and Principal Training and Recruiting <u>Purpose:</u> Improve and increase the number of highly qualified teachers and principals	\$6,905
<input type="checkbox"/> Title II, Part D: Enhancing Education Through Technology <u>Purpose:</u> Support professional development and the use of technology	\$
<input type="checkbox"/> Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students <u>Purpose:</u> Supplement language instruction to help limited-English-proficient (LEP) students attain English proficiency and meet academic performance standards	\$4,295
<input type="checkbox"/> Title IV, Part A: Safe and Drug-Free Schools and Communities <u>Purpose:</u> Support learning environments that promote academic achievement	\$
<input type="checkbox"/> Title V: Innovative Programs <u>Purpose:</u> Support educational improvement, library, media, and at-risk students	\$
<input type="checkbox"/> Title VI, Part B: Rural Education Achievement <u>Purpose:</u> Provide flexibility in the use of NCLB funds to eligible LEAs	\$
<input type="checkbox"/> Other Federal Funds (list and describe <sup>1</sup> )	\$0
<b>Total amount of federal categorical funds allocated to this school</b>	<b>\$66,242</b>
<b>Total amount of state and federal categorical funds allocated to this school</b>	<b>\$188,787</b>

<sup>1</sup> For example, special education funds used in a School-Based Coordinated Program to serve students not identified as individuals with exceptional needs.

## Form D: School Site Council Membership

*Education Code* Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows.<sup>2</sup>

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Jennifer Schwinn/Brad Carn	X				
Dan Dexter		X			
Michelle Dellosa		X			
Kelly Sporrer		X			
Brian Sposato			X		
Michele Gray				X	
Linda Block				X	
Jessica Baldwin				X	
Terese Hillborn				X	
Danielle Pugh				X	
Numbers of members of each category	1	3	1	5	

<sup>2</sup> At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.



**Form E: Recommendations and Assurances**

The school site council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The school site council is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (**Check those that apply**):

School Advisory Committee for State Compensatory Education Programs

English Learner Advisory Committee

Community Advisory Committee for Special Education Programs

Gifted and Talented Education Program Advisory Committee

Other (*list*)

4. The school site council reviewed the content requirements for school plans of programs included in this *Single Plan for Student Achievement* and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This school plan was adopted by the school site council at a public meeting on: 2/28/17.

Attested:

Jennifer Schwinn  
Typed name of school principal

\_\_\_\_\_  
Signature of school principal

\_\_\_\_\_  
Date

Dan Dexter  
Typed name of SSC chairperson

\_\_\_\_\_  
Signature of SSC chairperson

\_\_\_\_\_  
Date

# Update Guidesheets

## December 2016 Update Guidesheet

25.75

\*\*\*Note: Descriptions below identify revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.\*\*\*

### Access to District Records

(AR revised) Regulation updated to reflect NEW LAW (AB 2843, 2016) which prohibits disclosure of employees' personal cell phone numbers and birth dates, and NEW LAW (AB 2853, 2016) which authorizes the district, in response to a public records request, to post public records on its web site and refer the requesting member of the public to the location of the records on the web site. Regulation also revised to clarify access to documents containing names, salaries, and pension benefits of district employees and to records pertaining to claims and litigation against the district.

See AR 1340

★ Bids *Have update*

(BP/AR revised) Policy and regulation updated to move some material into new BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures, AR 3311.2 - Lease-Leaseback Contracts, AR 3311.3 - Design-Build Contracts, and AR 3311.4 - Procurement of Technological Equipment. Regulation also revises section on "Award of Contract" to expand the exceptions to awarding contracts based on lowest responsible bidder to include lease-leaseback contracts, which are based on "best value" as defined.

See BP 3311 *need*  
See AR 3311

★ Uniform Public Construction Cost Accounting Procedures *Add*

(BP/AR added) New policy and regulation include material formerly in BP/AR 3311 - Bids pertaining to requirements of the Uniform Public Construction Cost Accounting Act (UPCCAA).

system on school buses by the beginning of the 2018-19 school year. Regulation also reflects NEW LAW (AB 1785, 2016) which prohibits a bus driver from using any electronic wireless communications device while driving, except when the device is voice-operated and used in hands-free mode or with a function that requires only a single swipe or tap of the driver's finger. See AR 3543

★ Nondiscrimination in Employment

*Need*

(BP/AR revised) Policy and regulation updated to reflect NEW STATE REGULATIONS (Register 2015, No. 50), as renumbered, which specify certain requirements to be included in district policy or regulation and extend protections against discrimination to unpaid interns and volunteers. Policy also adds requirement to post the California Department of Fair Employment and Housing publication on workplace discrimination and harassment, and reflects NEW LAW (SB 1063, 2016) which prohibits the payment of different wage rates based on race or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation. Regulation reflects provisions of new state regulations regarding training of supervisors and dissemination of the district's nondiscrimination policy to all employees.

See BP 4030

See AR 4030

Sexual Harassment

(BP/AR revised) Policy and regulation updated to reflect NEW STATE REGULATIONS (Register 2015, No. 50), as renumbered, which extend protections against sexual harassment to unpaid interns and volunteers, require districts to instruct supervisors to report complaints, and revise requirements pertaining to the training of supervisory employees.

See BP 4119.11/4219.11/4319.11

See AR 4119.11/4219.11/4319.11

Student Wellness

(BP revised) Policy updated to reflect NEW FEDERAL REGULATIONS (81 Fed. Reg. 50151) which address the content of the wellness policy, assurance of stakeholder participation in the development and updates of the policy, and periodic assessment and disclosure of compliance. Policy also reflects NEW STATE LAW (SB 1169, 2016) which no longer requires posting of district policy on nutrition and physical activity within cafeterias/eating areas, but does require annually informing the public of the content and implementation of the policy.

See BP 5030

# Board Policy

## Bids

BP 3311

### Business and Noninstructional Operations

Note: Pursuant to Public Contract Code 20111, public contracts for the lease or purchase of equipment, materials, supplies, or services or for "public projects," as defined, are required to be competitively bid when they involve expenditure of specified amounts.

Note: An alternative procedure for public works projects is provided pursuant to the Uniform Public Construction Cost Accounting Act (Public Contract Code 22000-22045); see BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures. Also see AR 3311.2 - Lease-Leaseback Contracts, AR 3311.3 - Design-Build Contracts, and AR 3311.4 - Procurement of Technological Equipment for procedures applicable to those contracts.

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3000 - Concepts and Roles)  
(cf. 3230 - Federal Grant Funds)  
(cf. 3300 - Expenditures and Purchases)  
(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)  
(cf. 3311.2 - Lease-Leaseback Contracts)  
(cf. 3311.3 - Design-Build Contracts)  
(cf. 3311.4 - Procurement of Technological Equipment)

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 20116)

Note: Requirements for competitive bidding, including notice and advertising, are specified in Public Contract Code 20110-20118.4. See the accompanying administrative regulation.

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

Note: Pursuant to Public Contract Code 20111.5, the district is permitted, but not required, to establish prequalification procedures for any contract for which bids are legally required; see the accompanying administrative regulation. However, pursuant to Public Contract Code 20111.6, a district with average daily attendance of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for public projects of \$1 million or more, if School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds are used.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders on the basis of a completed questionnaire and financial statements.

(cf. 9270 - Conflict of Interest)

Note: Districts should be careful in crafting bid specifications, as a misleading specification that results in a lower bid than might have been made may make the district liable for the extra work done or expenses incurred by the contractor. In *Los Angeles Unified School District v. Great American Insurance Co.*, the California Supreme Court held in favor of a contractor who was misled by the district's nondisclosure of material information that would have affected the contractor's bid.

When calling for bids, the Superintendent or designee shall ensure that the bid specifications clearly describe in appropriate detail the quality, delivery, and service required and include all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Note: Pursuant to Public Contract Code 20111, a contract required to be put out to bid must be awarded to the lowest responsible bidder. As defined in Public Contract Code 1103, a "responsible bidder" is one who possesses the quality, fitness, capacity, and experience to satisfactorily perform the proposed work.

Note: However, a bid may be awarded to other than the lowest responsible bidder when conditions specified in law exist.

Except as authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

Note: Pursuant to Public Contract Code 20118, districts may be exempt from the bidding requirements and may "piggyback" onto the bid of any public corporation or agency for specific items when the Governing Board determines it is in the best interest of the district. See the accompanying administrative regulation for a list of those items that may be leased or purchased using this procedure.

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any

personal property to the extent authorized by law. (Public Contract Code 20118)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act  
17250.10-17250.55 Design-build contracts  
17406 Lease-leaseback contracts  
17595 Purchase of supplies through Department of General Services  
17602 Purchase of surplus property from federal agencies  
38083 Purchase of perishable foodstuffs and seasonable commodities  
38110-38120 Apparatus and supplies  
39802 Transportation services

BUSINESS AND PROFESSIONS CODE

7056 General engineering contractor  
7057 General building contractor

CODE OF CIVIL PROCEDURE

446 Verification of pleadings

GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts  
4330-4334 Preference for California-made materials  
6252 Definition of public record  
53060 Special services and advice  
54201-54205 Purchase of supplies and equipment by local agencies

PUBLIC CONTRACT CODE

1102 Emergencies  
1103 Definition, responsible bidder  
2000-2002 Responsive bidders  
3000-3010 Roofing projects  
3400 Bids, specifications by brand or trade name not permitted  
3410 United States produce and processed foods  
4113 Prime contractor; subcontractor  
6610 Bid visits  
12200 Definitions, recycled goods, materials and supplies  
20101-20103.7 Public construction projects, requirements for bidding  
20103.8 Award of contracts  
20110-20118.4 Local Agency Public Construction Act; school districts  
20189 Bidder's security, earthquake relief  
22000-22045 Alternative procedures for public projects (UPCCAA)  
22152 Recycled product procurement

COURT DECISIONS

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739  
Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425  
Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241  
Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d

449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7  
Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 1 (2006)

Management Resources:

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

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

California Department of General Services: <https://www.dgs.ca.gov>

Adopted: March 8, 2017

Gravenstein Union School District  
Sebastopol, CA

# Administrative Regulation

## Bids

AR 3311

### Business and Noninstructional Operations

Note: Pursuant to Government Code 54202, districts are mandated to establish bidding procedures governing the purchase of equipment and supplies. The following administrative regulation reflects the competitive bidding procedures applicable to these purchases, as well as contracts for certain services, public works projects, and repairs and maintenance, when the contract exceeds the amount specified in law.

Note: An alternative procedure for public works projects is provided pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), which allows public projects of \$45,000 or less to be performed by district employees and public projects of \$175,000 or less to be awarded through an informal bidding process. See BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures. Districts that have adopted the UPCCAA procedures should modify the following regulation to delete or revise conflicting provisions related to contracts for public works. Also see AR 3311.2 - Lease-Leaseback Contracts, AR 3311.3 - Design-Build Contracts, and AR 3311.4 - Procurement of Technological Equipment for procedures applicable to those contracts.

#### Advertised/Competitive Bids

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

(cf. 3311.2 - Lease-Leaseback Contracts)

(cf. 3311.3 - Design-Build Contracts)

Note: For the contracts specified in item #2a-c below, Public Contract Code 20111 requires the Superintendent of Public Instruction (SPI) to annually establish a bid limit that reflects U.S. Department of Commerce data. The following paragraph allows the amount to escalate automatically once the SPI has made the annual determination. For 2016, the bid limit is \$87,800.

2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:



a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district

(cf. 3230 - Federal Grant Funds)

(cf. 3311.4 - Procurement of Technological Equipment)

b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters

c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

#### Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover. The district may

accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

Note: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with legal counsel, as appropriate, if they have questions regarding the applicability of this law.

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

Note: For a bid to be successful, it must conform to bid specifications (i.e., it must be "responsive") and the bidder must be determined to be able to perform the work (i.e., he/she must be "responsible" as defined in Public Contract Code 1103). There is no right to a due process hearing when the district has merely found the bid to be nonresponsive. However, the district must be careful in making a determination on the "nonresponsiveness" of a bid based on anything other than the documents submitted. To avoid any confusion, the district should provide clear and comprehensive bid specifications to bidders.

Note: When rejecting the lowest responsive bid on the basis that the bidder is nonresponsible, the district must inform the bidder of the evidence used when making the determination and afford him/her a hearing with the right to present evidence that he/she is responsible. (City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court and Great West Contractors Inc. v. Irvine Unified School District).

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.

b. When the lowest bidder is determined to be nonresponsible, the Superintendent or designee shall notify the bidder of his/her right to present evidence of his/her responsibility at a hearing before the Board.

8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

#### Prequalification Procedure

Note: The following section is optional. Pursuant to Public Contract Code 20111.6, a district with average daily attendance (ADA) of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for any public project of \$1 million or more, when the project uses or is reimbursed from School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds.

Note: Additionally, pursuant to Public Contract Code 20111.5, districts are permitted, but not required, to establish prequalification procedures for other contracts which, by law, require competitive bidding.

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

#### Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

Note: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran, and small business enterprises in contracts. Though minorities and women are included in Public Contract Code 2000, Article 1, Section 31(a) of the California Constitution prohibits the granting of preferences based on race, sex, color, ethnicity, etc., in state employment and contracting. The district should consult legal counsel if there is any question about the granting of preferences to any such business.

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

(cf. 3311.2 - Lease-Leaseback Contracts)

5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

(cf. 3311.3 - Design-Build Contracts)

#### Protests by Bidders

Note: The law does not specify a procedure for handling protests by bidders. The following optional section provides one such procedure and should be modified to reflect district practice.

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

Note: The following paragraph provides a process for appealing a bid award to the Board. Although the law does not specify the notice to be given in this circumstance, CSBA recommends at least three business days which may be modified to reflect district practice.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

#### Limitation on Use of Sole Sourcing

Note: "Sole sourcing" is the practice by which one brand name product is specified, although comparable, competitive products are available. Public Contract Code 3400 allows sole sourcing in limited circumstances and requires that the specification of the designated product be followed by the words "or equal," so that bidders for such a contract are able to base their bids on the use of other products of equal functionality that may result in cost savings for the district. The following section is optional.

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

Note: The following optional paragraph is for use by districts with ADA of more than 2,500. For the repair or replacement of the roof of a public facility, a material must meet the requirements specified below to be considered "equal" pursuant to Public Contract Code 3000-3010.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification.

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

#### Bids Not Required

Note: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined (89 Ops.Cal.Atty.Gen. 1, 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. However, this opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Districts considering using the piggyback process for relocatables, portables, modulars, and the like should consult district legal counsel. While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions.

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

(cf. 3512 - Equipment)

Note: The following optional paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the "costs-benefits" analysis specified in Government Code 4217.12.

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. 3511 - Energy and Water Management)  
(cf. 9320 - Meetings and Notices)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)  
(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

Note: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In *Marshall v. Pasadena Unified School District*, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)



(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

Adopted: March 8, 2017

Gravenstein Union School District  
Sebastopol, CA

# Administrative Regulation

## Uniform Public Construction Cost Accounting Procedures

AR 3311.1

### Business and Noninstructional Operations

Note: The following administrative regulation is for use when the Governing Board has adopted a resolution to use the alternative procedures of the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045) for awarding public works projects; see the accompanying Board policy.

Note: According to the California Uniform Construction Cost Accounting Commission's "Frequently Asked Questions," available on its web site, a district participating in the UPCCAA is subject to other requirements of the Public Contract Code in areas where the UPCCAA is silent. See BP/AR 3311 - Bids for traditional bidding procedures pursuant to Public Contract Code 20110-20118.4.

Note: Public Contract Code 22032 establishes the following requirements based on the amount of the public project. Pursuant to Public Contract Code 22020, the Commission reviews these monetary limits every five years and recommends to the State Controller whether they need to be adjusted. The State Controller is required to notify all public agencies of any adjustment to these limits.

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)

Note: Public Contract Code 22034 requires any public agency participating in UPCCAA to adopt an informal bidding ordinance, with specified components, to govern the selection of contractors to perform public projects of \$175,000 or less, as described in item #2 below. The Commission's "Frequently Asked Questions" clarify that, for school districts and other agencies that cannot legally adopt ordinances, a board policy, administrative regulation, or other legally applicable action of the board may be substituted.

2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
  - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
  - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project,

and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due. In addition, the Superintendent or designee may mail, fax, or email a notice inviting informal bids to all construction trade journals identified pursuant to Public Contract Code 22036.

c. The district shall review the informal bids and award the contract, except that:

(1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate is reasonable.

(2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.

3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)

Note: Pursuant to Public Contract Code 22037, if there is no newspaper of general circulation published in the jurisdiction of the district, the district must post the bid notice in three locations as described below. Public Contract Code 22037 requires that these locations be identified in the agency's ordinance or regulation. Item #3a(1) may be revised to include such locations.

a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

(1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.

(2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

(1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.

(2) At its discretion, the district may reject all bids presented and declare that the project can

be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

(3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

(cf. 3311 - Bids)

Adopted: March 8, 2017

Gravenstein Union School District  
Sebastopol, CA

# Board Policy

## Uniform Public Construction Cost Accounting Procedures

BP 3311.1

### Business and Noninstructional Operations

Note: The following optional policy is for use by districts that elect to use an alternative procedure for awarding contracts for public works projects pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), which establishes a higher bid limit and a more informal bidding process for certain projects. See BP/AR 3311 - Bids for traditional bidding procedures pursuant to Public Contract Code 20110-20118.4.

Note: Pursuant to Public Contract Code 22032, projects of \$45,000 or less may be performed by the district's own work force, projects of \$175,000 or less may use a more informal bidding procedure as specified, and projects over \$175,000 require formal bidding procedures. See the accompanying administrative regulation for related requirements.

Note: In order to participate in the UPCCAA, Public Contract Code 22030 requires the Governing Board to adopt a resolution electing to use the UPCCAA for district contracting and to notify the State Controller of that action. In the event of a conflict with any other provision of law relative to bidding procedures, the UPCCAA shall apply for any district that has adopted a resolution and so notified the Controller. According to the California Uniform Construction Cost Accounting Commission's "Frequently Asked Questions," available on its web site, once the Board has adopted such a resolution, it can only withdraw from the UPCCAA by adopting a resolution of the election to withdraw and filing that resolution with the State Controller.

In awarding contracts for public works projects involving district facilities, the Governing Board desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

(cf. 3311 - Bids)

(cf. 7110 - Facilities Master Plan)

Note: The following paragraph may be revised to reflect district practice. In circumstances where the informal bidding procedure is authorized, Public Contract Code 22034 allows the Board to delegate the authority to award contracts to an appropriate district administrator. Public Contract Code 22039 allows the Board to delegate the authority to adopt plans, specifications, and working details for projects subject to formal bidding procedures.

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

Note: In electing to be subject to the UPCCAA, the district thereby agrees to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission, pursuant to Public Contract Code 22017 and 22019. According to the "Frequently Asked Questions" on the Commission's web site, districts may use the statewide Standardized Account Code Structure to comply with tracking requirements.

Projects awarded through the UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

#### Emergency Actions

Note: Public Contract Code 22035 allows the district to replace or repair a school facility without going through the UPCCAA process in cases of emergency in accordance with Public Contract Code 22050. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

When formal bids are required by law but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

(cf. 9323.2 - Actions by the Board)

#### Legal Reference:

PUBLIC CONTRACT CODE

1102 Definition of emergency

20110-20118.4 Local Agency Public Construction Act; school districts

22000-22020 California Uniform Construction Cost Accounting Commission

22030-22045 Alternative procedures for public projects (UPCCAA), especially:

- 22032 Applicability of procedures based on amount of project
- 22034 Informal bidding procedure
- 22035 Emergency need for repairs or replacement
- 22037-22038 Formal bidding procedures for projects exceeding \$175,000
- 22050 Alternative emergency procedures

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION  
PUBLICATIONS

Cost Accounting Policies and Procedures Manual

Frequently Asked Questions

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California Uniform Construction Cost Accounting Commission:

[http://www.sco.ca.gov/ard\\_cuccac.html](http://www.sco.ca.gov/ard_cuccac.html)

Adopted: March 8, 2017

Gravenstein Union School District  
Sebastopol, CA

# Board Policy

## Nondiscrimination In Employment

BP 4030

### Personnel

Note: The following Board policy and accompanying administrative regulation are mandated pursuant to Government Code 11138 and 2 CCR 11023, as added by Register 2015, No. 50. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits employers from discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, sex, sexual orientation, gender, gender identity, gender expression, religious creed, physical or mental disability, medical condition, marital status, or genetic information. Pursuant to 2 CCR 11009, as amended by Register 2015, No. 50, these same protections apply to unpaid interns and volunteers. Consequently, the district is required to also notify unpaid interns and volunteers about these protections. For more information about volunteers, see BP/AR 1240 - Volunteer Assistance.

Note: The same or similar protections are available to employees and job applicants under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

Note: For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board is determined to provide district employees, interns, volunteers, and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. This policy shall apply to all district employees and, to the extent required by law, to interns, volunteers, and job applicants.

(cf. 1240 - Volunteer Assistance)

(cf. 4111/4211/4311 - Recruitment and Selection)

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation or his/her association with a person or group with one or more of these actual or perceived characteristics.



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

Note: The following paragraph illustrates unlawful discriminatory practices as specified in Government Code 12940. Pursuant to Labor Code 1197.5, an employer is prohibited from paying an employee at wage rates less than the rates paid to employees of the opposite sex for work requiring equal skill, effort, and responsibility and performed under similar conditions, except when the payment is based on some other bona fide factor such as education, training, or experience. In addition, Labor Code 1197.5, as amended by SB 1063 (Ch. 866, Statutes of 2016), prohibits the payment of different wage rates to employees for similar work based on race or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training

(cf. 4151/4251/4351 - Employee Compensation)  
(cf. 4154/4254/4354 - Health and Welfare Benefits)

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment

Note: Item #4 below addresses the numerous specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth, breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that district legal counsel be consulted when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
  - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

b. Religious creed discrimination based on an employee's religious belief or observance, including his/her religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement.

c. Disability discrimination based on a district requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

d. Disability discrimination based on the district's failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee, to determine effective reasonable accommodations for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition

(cf. 4032 - Reasonable Accommodation)

Note: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation for his/her physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics and has modified the policy accordingly.

Note: In *Thompson v. North American Stainless LP*, the U.S. Supreme Court held that a third party may file an anti-retaliation suit.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Note: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with

knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 provides that an employer may be responsible for the sexual harassment of employees by nonemployees where the employer knows or should have known of the conduct and failed to take immediate and corrective action. See BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

Note: See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with the nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

Note: Government Code 12940 requires districts to take all reasonable steps, including training, to prevent prohibited discrimination and harassment. In addition, 2 CCR 11023, as added by Register 2015, No. 15, imposes an affirmative duty on the district to create a workplace environment that is free from all prohibited practices. For details of such measures, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

In addition, the Superintendent or designee shall post, in a conspicuous place on district premises, the California Department of Fair Employment and Housing publication on workplace discrimination and harassment issued pursuant to 2 CCR 11013.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:  
EDUCATION CODE  
200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11006-11086 Discrimination in employment

11013 Recordkeeping

11019 Terms, conditions and privileges of employment

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shepard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

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

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

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

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Adopted: March 8, 2017

Gravenstein Union School District  
Sebastopol, CA

# Administrative Regulation

## Nondiscrimination In Employment

AR 4030  
Personnel

Note: Pursuant to Government Code 11138 and 2 CCR 11023, as added by Register 2015, No. 50, districts are mandated to adopt rules and regulations to ensure that district programs and activities are free from unlawful discriminatory practices. Pursuant to 2 CCR 11009, as amended by Register 2015, No. 50, it is unlawful to discriminate against any person who serves in an unpaid internship or other limited-duration program to gain unpaid work experience, on any basis protected by Government Code 12940.

All allegations of discrimination in employment, including those involving an intern, volunteer, or job applicant, shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

Note: Many nondiscrimination laws and regulations require identification of an employee who will be responsible for compliance with the nondiscrimination laws. For example, pursuant to 34 CFR 104.7, 106.8, and 110.25, the district is required to designate the person(s) responsible for the overall implementation of the requirements of federal laws which prohibit discrimination on the basis of disability, sex, and age, i.e., Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), and the Age Discrimination in Employment Act (29 USC 621-634). The district should fill in the blanks below to designate the responsible employee and his/her contact information.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

\_\_ Superintendent Jennifer Schwinn \_\_\_\_\_  
(position title)

\_\_ 3840 Twig Avenue, Sebastopol, CA 95472 \_\_\_\_\_  
(address)

\_\_ 707-823-7008 \_\_\_\_\_  
(telephone number)

\_\_ jschwinn@grafv.k12.ca.us \_\_\_\_\_  
(email)

Measures to Prevent Discrimination

Note: Pursuant to Government Code 12940 and 2 CCR 11023, as added by Register 2015, No. 50, the district is required to take all reasonable steps to prevent unlawful discrimination and harassment. 2 CCR 11023, as added, specifies certain requirements to be included in the district's policy. The following section reflects the requirements of 2 CCR 11023 and other applicable laws or regulations, as indicated.

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

b. Posting them in all district schools and offices, including staff lounges and other prominent locations

c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

2. Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)

a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return

b. Sending the policy via email with an acknowledgment return form

c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

d. Discussing the policy with employees upon hire and/or during a new hire orientation session

e. Any other way that ensures employees receive and understand the policy

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

4. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

Note: Pursuant to 2 CCR 11023, as added by Register 2015, No. 50, if the district has 50 or more employees, its sexual harassment prevention training must include instruction for its supervisors as specified in the following paragraph.

Training for supervisors shall include the requirement to report any complaint of misconduct to a designated representative, such as the coordinator, human resources manager, or Superintendent or designee as a topic in the sexual harassment prevention training required pursuant to 2 CCR 11024 (2 CCR 11023)

- (cf. 1240 - Volunteer Assistance)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

5. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

6. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

#### Complaint Procedure

Note: 2 CCR 11023, as added by Register 2015, No. 50, mandates that a district's policy include a complaint process with specified requirements. Some of the requirements of 2 CCR 11023 are similar to those required under existing case law.

Note: Courts have held that an employer may mitigate liability for hostile environment employment discrimination when (1) the employer took reasonable care to prevent and promptly correct the discriminatory or harassing conduct (i.e., provided a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, EEOC outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with the EEOC or the DFEH.



Note: While the EEOC's guidance recommends a "prompt" investigation, neither the law nor the EEOC delineates a specific time frame for resolution. The EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation.

Note: The following section, including the listed timelines, is consistent with the EEOC's guidance and should be modified to reflect district practice.

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform his/her direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 4032 - Reasonable Accommodation)

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. He/she shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

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

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

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents are prevented. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented.

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

Note: Items #1-3 below state the time limits within which employees must file their complaints. The EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about time frames for filing charges of unlawful discrimination or harassment with the EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the employer's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically forward any complaint it has accepted for investigation to the EEOC when the matter falls within the EEOC's jurisdiction.

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

Note: Pursuant to Government Code 12960, an employee has one year to file a complaint with DFEH, although that period may be extended under certain circumstances, such as when a person obtains knowledge of the unlawful practice after the expiration of the one-year period.

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with the EEOC within 180 days of the alleged discriminatory act. Pursuant to 42 USC 2000e-5, the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Adopted: March 8, 2017

Gravenstein Union School District  
Sebastopol, CA