

GRAVENSTEIN UNION SCHOOL DISTRICT  
3840 TWIG AVENUE  
SEBASTOPOL, CA 95472

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

**Wednesday, Aug 9, 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. CONSENT AGENDA**

**ACTION ITEM**

- A. Approve agenda order
- B. Minutes of regular Board meeting July 12, 2017, and special meeting July 26, 2017
- C. Warrants/Payroll
- D. Communication
  - 1. Letter from Supt. Schwinn to Julie Iverson of Social Advocates for Youth, in support of a grant to bring grief counseling opportunities to GUSD students.
  - 2. Legal update on the Williams Settlement -- assuring districts that electronic textbook adoption still meets the requirement of providing one text per student.
  - 3. Letter of resignation from Rebecca Gunter, sent via email.
  - 4. Supt. Schwinn's letter accepting Ms. Gunter's resignation on behalf of the GUSD Board, sent via email.
  - 5. Letter of resignation from Trustee Wickland.

Action taken/comments:

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

**IV. REPORTS, AND ORAL COMMUNICATIONS**

- A. Gravenstein Union Teachers' Association
- B. School Site Council
- C. GSF/MPF
- D. Trustee Reports
- E. Hillcrest Principal Report
- F. Principal/Supt. Report

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1. 2017-18 Enrollment Outlook
2. Transportation JPA Update
3. Update on modernization funding with Jack Schreder & Associates
4. Phase II & Phase III update
  1. Architect Doug Hilberman will be present to provide an update
5. Shade structure update
  1. Quote for in plant inspection of the shade structure for a cost of \$2,950.
  2. Site installation of shade structure is \$21,055 (Board approved)
  3. Shade structure materials cost \$40,812.20 (Board approved)
  4. Color selection: posts in Roman Blue and roof and gutters in Light Stone
6. CAASPP results
  1. Individual student reports have arrived and are being sent home, but grade level data summaries are still not available to share with Board
7. Hiring update:
  1. Positions in process of hiring include the following:
    1. School Counselor
    2. 2 Teaching Assistants
    3. Temporary/Long-term sub- 1<sup>st</sup> Grade Teacher
    4. School Secretary

**V. BUSINESS**

**A. Approve Change Orders for Phase II**

The Board will be asked to approve a few final change orders for the Phase II project.

- Change Order #76 – Heater UH-1 for Pump House per DSA Dwgs (COR #75)  
– Amount = \$5,663.86
- Change Order #77 – Replace corroded water main next to Admin Bldg (COR # 77)  
– Amount = \$6,309.03
- Change Order #78 – Additional Signs in Bldg F (COR #78)  
– Amount = \$1,278.00

Action taken/comments:

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

**B. Approve Quote for Shade Structure Inspection**

The Board will be asked to approve a quote for the cost of providing inspection of the shade structure at the factory. The coast of the inspection is \$2,950.

Action taken/comments:

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

**C. Approve Contract with SRCS for Food Service**

The Board will be asked to approve the annual contract for food service provide by Santa Rosa City Schools. We will be charged more for meals in 17-18. In 2016-17 we were charged \$2.75 per paid meal, and in 2017-18 that price is going up to \$3.00. That is just the cost of food. We purchase milk separately.

Action taken/comments:

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

**D. Consider Meal Price Increase**

Because the cost of the meals will go up \$4,462 in 2017-18, and the cafeteria encroached into the general fund in 2016-17 by \$19,766, and at least the same encroachment is expected again in 17-18, the Board is asked to consider approving an increase in paid meals by \$0.25. That would take paid lunch prices (including milk) from \$4.25 to \$4.50 each.

Action taken/comments:

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

**E. Discussion and Possible Action on the Community Use of District Facilities**

The Board will review use of District facilities pursuant to District policies BP/AR 1330 and consider a possible revision to the policies.

Action taken/comments:

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

**F. Approve Updated Nurse Salary Schedule**

The Nurse salary schedule just has one cell and does not allow for step increases to reward longevity. In past years, only the "me too" salary increase granted to GUTA staff was applied to the single nurse schedule cell. The Board is asked to approve adding a second cell to the nurse schedule, which rewards longevity of 5 or more years in the District. The second step represents a 10% increase from step one.

Action taken/comments:

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

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**G. Review Performance on 2016-17 Goals and Objectives**

The Board will be presented with a review of performance on the 2016-17 District goals by Supt. Schwinn. The Board will plan a special Board meeting to finalize the review of 2016-17 and plan for 2017-18 District goals.

Action taken/comments:

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

**H. Approve the GASB45 Report**

At the July Board meeting, the Board tabled the GASB 45 report that CSBA has prepared on behalf of the District. The Board is asked to review the GASB45 and approve it now.

Action taken/comments:

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

**I. Ratify Principal Contracts for 2017-18**

The Board will be asked to ratify in open session the Principal contracts negotiated for Keri Puno and David Fichera for the 2017-18 and 2018-19 school years. These are the same contracts and terms the Board reviewed and approved previously in closed session.

Action taken/comments:

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

**J. Review and Approval of Procedure to Fill Board of Trustees Vacancy**

The Board will consider adoption of a procedure and timeline to fill a Board vacancy per BP 9223— replacement due to Sandra Wickland resignation effective 8/30/2017.

Action taken/comments:

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

**VI. GENERAL**

**A. Review & Approve Parent/Student Handbook for 2017-18**

The Board will be asked to review and approve the Parent/Student Handbook prior to distribution.

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Action taken/comments:

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

**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) Public Employee –Hiring:

- a. Approve hiring of 0.20 FTE School Nurse – Patricia “Anne” Wilson
- b. Approve hiring of 1.0 FTE School Counselor
- c. Approve hiring of Temporary/Long-term Sub for 1st Grade Teacher
- d. Approve hiring of full-time TAs

2) Conference with Labor Negotiator

District Negotiator: Jennifer Schwinn, Superintendent  
Represented Employees: Gravenstein Union Teachers Assoc.

3) Public Employee Discipline/Dismissal/Release

4) Superintendent Evaluation

**IX. OPEN SESSION**

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: Sept. 13, 2017— 5:00 PM**

**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.





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III B

**MINUTES: REGULAR GOVERNING BOARD**  
**MEETING**

**Wednesday, July 12, 2017**  
**5:00 PM**  
**Gravenstein School, Rm. 13**

**I. CALL TO ORDER at 5:06 PM**

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

**II. PUBLIC COMMENTS**

No public comments.

**III. CONSENT AGENDA**

**ACTION ITEM**

- A. Approve agenda order
- B. Minutes of regular Board meeting June 14, 2017, and special meetings June 20 & 28, 2017
- C. Warrants/Payroll
- D. Williams Settlement Quarterly Report
- E. Communication
  - 1. Letter from Cassidy Fisher, requesting child rearing leave for the 2017-18 school year. The Board was asked to approve this leave.
  - 2. Letter of resignation from Brad Carn, dated June 30, 2017.
  - 3. Letter from Supt. Schwinn dated June 30, 2017, accepting Brad Carn's resignation on behalf of the Board.
  - 4. Letter from Craig Boblitt, indicating interest in serving on the Bond Oversight Committee.

Action taken/comments: Approval of Consent Agenda

Motion: Horn Second: Beck Vote: 4-0

**IV. REPORTS, AND ORAL COMMUNICATIONS**

- A. Gravenstein Union Teachers' Association – Report from Ms. Urmini
- B. School Site Council – No report
- C. GSF/MPF reports given by GSF & MPF Board Members
  - I. Steven Schwartz: suggested press release and website posting to announce the hiring of Keri Pugno, Principal for Gravenstein Elementary
- D. Trustee Reports –
  - I. Trustee Horn reported having sat in on the interviews for the Hillcrest Principal
  - II. Trustee Appling reported participating in interviews

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- III. Trustee Schwartz reported information gathered about traffic
- E. Hillcrest Principal Report – No Principal Report
- F. Principal/Supt. Report -
1. 2017-18 Enrollment Outlook – Supt Schwinn reported current enrollment Ms. Davis is now only 4<sup>th</sup>, and there will be two fifth grade classes
  2. Transportation JPA Update - no meeting
  3. Update on modernization funding with Jack Schreder & Associates – Update on funding for Modernization given by Superintendent Schwinn and by CBO Holden
  4. Phase II update from Head of Facilities, Brian Sposato regarding Silver Creek punch list and Murray Construction Punch list
  5. Phase III update – Superintendent Schwinn reported options discussed at the most recent Phase III Meeting including the option of adding flooring to the list of improvements. Other improvements including lighting and wall panels. Prop 39 funding was also discussed.
  6. Proposed shade structure update – Update provided by Mr. Sposato relating to fabrication, inspection and install of the shade structure. Install will most likely be in late September.
  7. Hiring update was provided by Superintendent Schwinn:
    1. Positions in process of hiring include the following:
      1. Hillcrest Principal
      2. Nurse
      3. School Counselor
      4. Middle School Teacher, w/ Math authorization
      5. School Secretary

V. **BUSINESS**

**A. Approve Updated Quote from NSP3 for Shade Structure Installation**

The Board was asked to approve an updated quote from NSP3, for the installation of shade structure material at Gravenstein Elementary. This quote is unchanged from the quote previously approved by the Board.

Action taken/comments: Approved

Motion: Horn                      Second: Appling                      Vote: 4-0

**B. Discussion on the Community Use of District Facilities**

The Board reviewed use of District facilities pursuant to District policies BP/AR 1330.

Action taken/comments: Direction from the Trustee Horn was given to have Trustees Appling and Schwartz work on a new fee schedule and possible revisions to Board Policy for Facility Use and consult with the Superintendent.

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**C. Consider Facility Use Request**

The facility use request was withdrawn prior to the meeting.

Action taken/comments: None

**D. Approve Resolution # 170712-1 Establish Bond Oversight Committee**

The Board was asked to approve Resolution #170712-1, in order to update the membership of the Bond Oversight Committee, including adding new member – Craig Boblitt.

Action taken/comments: Approved

Motion: Horn                      Second: Schwartz                      Vote 4-0

**E. Approve Asbestos Abatement Quotes**

The Board was asked to approve proposals for asbestos abatement work for \$4,650 that is needed to complete planned summer work on Hillcrest and Gravenstein campuses.

Action taken/comments: Approved

Motion: Appling                      Second: Horn                      Vote: 4-0

**F. Approve Parking Lot & Pavement Maintenance Proposals**

The Board was asked to approve the proposals received for necessary parking lot and pavement maintenance we wish to contract for this summer.

- Asphalt milling and replacement in lower Gravenstein lot- \$15,975
- Upper parking lot repair and striping - \$6,018
- Playground crack sealing and striping - \$13,108

Action taken/comments: Approved

Motion: Horn                      Second: Beck                      Vote: 4-0

**G. Approve 2017 Spring Consolidated Application**

The Board was asked to approve the 2017 Spring Consolidation Application, which allows the District to access categorical funding.

Action taken/comments: Approved

Motion: Appling                      Second: Beck                      Vote: 4-0

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**H. Approve the GASB45 Report**

The Board was asked to approve the GASB 45 report that CSBA has prepared on behalf of the District.

Action taken/comments: Tabled until August

Motion: Horn                      Second: Beck                      Vote: 4-0

**I. Review District Facility Master Plan**

The Board reviewed the Facility Master Plan and considered future updates to the plan, based on District needs.

Action taken/comments: Trustees Horn and Appling will serve on Board Site Subcommittee with Superintendent Schwinn, and Head of Maintenance, Brian Sposato to update the Facility Master Plan.

**J. Approve Contract w/ Ally Technology for IT Services**

The Board was asked to approve the contract with Ally Technology to provide IT services 1 day per week, and on call as needed, for the 2017-18 school year.

Action taken/comments: Approved for \$2,650 per month

Motion: Horn                      Second: Appling                      Vote: 4-0

**K. Approve MOU w/ SCOE for Payroll Services**

The Board was asked to approve up to six more months of payroll services contracted with SCOE to support the GUSD Business office. *Add rate or maximum amount.*

Action taken/comments: Approved

Motion: Beck                      Second: Horn                      Vote: 4-0

**L. Approve MOU w/ SCOE for BTSA Services**

The Board was asked to approve the contract with SCOE'S North Coast Beginning Teacher Program to provide Beginning Teacher Support and Assessment (BTSA) for 1<sup>st</sup> and 2<sup>nd</sup> year teachers on staff.

Action taken/comments: Approved

Motion: Appling                      Second: Horn                      Vote: 4-0

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VI. **GENERAL**

**A. Review & Approve Parent/Student Handbook for 2017-18**

The Board was asked to review and approve the Parent/Student Handbook prior to distribution.

Action taken/comments: Approved subject to final edits by Superintendent Schwinn

Motion: Horn                      Second: Beck                      Vote: 4-0

**B. Review & Approve 2017-18 Field Trips**

The Board received documents regarding planned field trips for the 2017-18 school year; including the following:

- Planned donations from MPF (\$90K block grant for K-8<sup>th</sup> gr Enrich!)
- GSF donation (\$400/class, K-5 & \$1,750 for 6<sup>th</sup> -7<sup>th</sup> & \$3,000 for 8<sup>th</sup> grade)
- Possible increased expense to the District to expand offerings
- The expected student activity donation that would be requested, per grade level

The Board was asked to approve field trips planned and presented thus far, as well as the staff proposal for distribution of funds.

Action taken/comments: Approved field trips planned and presented so far

Motion: Horn                      Second: Beck                      Vote: 4-0

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

VIII. **CLOSED SESSION adjourned to closed session at 8:25 PM**

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

1) Public Employee –Hiring:

- a. Approved final draft contract with Keri Pugno for 1.0 FTE Principal/Lead Teacher.

Motion: Horn                      Second: Appling                      Vote: 4-0

- b. Approved hiring 0.75 FTE Probationary 1? Elementary PE Teacher -Tara Fluitt

Motion: Schwartz                      Second: Appling                      Vote: 4-0

- c. Approved hiring 0.63 FTE Probationary 1? Middle School Spanish/ELD Teacher – David Canfield

Motion: Horn                      Second: Appling                      Vote: 4-0

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- d. Approved hiring 1.0 FTE Temporary 5<sup>th</sup> gr Traditional Teacher – Alexa Grimm

Motion: Schwartz      Second: Horn      Vote: 4-0

- e. Approve hiring of 1.0 FTE Middle School Principal - Tabled  
f. Approved hiring of 1.0 FTE Temporary Middle School RSP Teacher-  
Bernadette Prunetti

Motion: Horn              Second: Appling      Vote: 4-0

- g. Approve hiring of 0.20 FTE School Nurse - Tabled  
h. Approve hiring of 1.0 FTE School Counselor - Tabled  
i. Approved hiring of 1.0 FTE Middle School Teachers  
Grade 8 -- Heather Johnson -- Probationary 1?

Motion: Schwartz      Second: Appling      Vote: 4-0

Grade 7 Enrich! -- Probationary 1 -- Adam Stopeck

Motion: Horn              Second: Schwartz      Vote: 4-0

Grade Math -- April McDonald – Probationary 1?

Motion: Appling      Second: Schwartz      Vote: 4-0

- j. Approve hiring of full-time TA--Tabled

- 2) Conference with Labor Negotiator  
District Negotiator:              Jennifer Schwinn, Superintendent  
Represented Employees:      Gravenstein Union Teachers Assoc.  
3) Superintendent Evaluation  
-2017-18 Calendar

**IX. OPEN SESSION—Returned to open session at 10:10 PM**

Action was reported as noted above.

**X. FUTURE BOARD MEETINGS:**

**I. Next Regular Board Meeting:              Aug 9, 2017— 5:00 PM**

**XI. ADJOURNMENT—The meeting was adjourned at 10:11 PM**

**SPECIAL GOVERNING BOARD**  
**MEETING MINUTES**  
**Gravenstein School, Rm. 13**

**Wed, July 26, 2017**  
**5:30 PM**

**I. CALL TO ORDER**

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

**II. BUSINESS**

**A. Approve Purchase of Meraki Equipment for Gravenstein's Computer Network**

The Board is asked to authorize the Superintendent to purchase equipment needed to expand the capacity of the computer infrastructure; increase speed by a factor of 10; and allow the additional Chromebooks recently purchased for nine more classrooms to work effectively within the network. We need the following equipment: Meraki switches, licenses, cables, and access points. We want to make the equipment purchases now to take advantage of a special offer from CISCO and Meraki. If we wait to make the purchases after this week, the cost for the equipment to complete the Gravenstein campus project will be approximately \$20K more.

Action taken/comments:

Approved expenditure totaling \$78,829.45 for the Gravenstein campus.

Motion: Beck      Second: Appling      Vote: 3-0

**B. Approve Purchase of Meraki Equipment for Hillcrest Middle School's Computer Network**

The Board is asked to authorize the Superintendent to purchase equipment needed to expand the capacity of the computer infrastructure; increase speed by a factor of 10; to better support the web-based curriculum we are using at the middle school level (e.g. Study Sync; Go Math; IXL; PearDeck; Flocabulary). We need the following equipment: Meraki switches, licenses, cables, and access points to prepare for installation later this school year. We want to make the equipment purchases now to take advantage of a special offer from CISCO and Meraki. Though the Hillcrest project is planned for later in the year, if we wait to make the purchases after this week, we will have to pay approximately \$20K more for the same materials needed to complete the Hillcrest campus project.

Action taken/comments:

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Approved expenditure totaling \$57,783.88 for the Hillcrest campus.

Motion: Horn Second: Appling Vote: 3-0

**III. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION—None**

**IV. CLOSED SESSION—5:34 PM**

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

1) Public Employee Hiring –  
Approve contract for **David Fichera**, 1.0 FTE Hillcrest Principal/Enrich! Dir.

Action taken/comments:  
Approved hiring

Motion: Horn Second: Beck Vote: 3-0

**V. OPEN SESSION—5:36PM**

Hiring of David Fichera as Hillcrest Principal was approved.

**VI. FUTURE BOARD MEETINGS:**

**I. Next Regular Board Meeting: Aug 9, 2017—5 p.m.**

**VII. ADJOURNMENT 5:36 PM**





Gravenstein Union School District  
July Payroll Report

August 9, 2017 Regular Board Meeting

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**Certificated Salary & Benefits**

Regular: \$	29,993.68
Supplemental: \$	283.62

**Classified Salary & Benefits**

Regular: \$	34,634.91
Supplemental: \$	5,893.14

**Total Salary & Benefits**

\$	70,805.35
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## Checks Dated 07/01/2017 through 07/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1576172	07/07/2017	California's Valued Trust	01-9572	Employee's CVT Health Plan Coverage 2017-18		38,904.00
1576173	07/07/2017	ACSIG	01-9573	Employee's Dental Plan Coverage 2017-18		7,445.66
1576174	07/07/2017	Advanced Security Systems	40-6200	Fire Alarm Programming & Monitoring		94.50
1576175	07/07/2017	Schoolwise Inc.	01-5840	Schoolwise & Gradebook 2017-18	192.41	
			03-5840	Schoolwise & Gradebook 2017-18	2,934.41	
			04-5840	Schoolwise & Gradebook 2017-18	1,683.68	4,810.50
1576176	07/07/2017	U.S. Bank Equipment Finance	01-5631	Copier Lease at schools and DO for 2017-18	35.28	
			03-5631	Copier Lease at schools and DO for 2017-18	423.38	
			04-5631	Copier Lease at schools and DO for 2017-18	246.97	705.63
1576177	07/07/2017	Vision Service Plan	01-9574	Employee's Vision Plan Coverage 17-18		1,687.40
1576178	07/07/2017	West Sonoma County Disposal	01-5560	2017-18 West Sonoma County Disposal-Gravenstein	27.17	
			03-5560	2017-18 West Sonoma County Disposal-Gravenstein	360.94	
			04-5560	2017-18 West Sonoma County Disposal-Hillcrest	216.72	604.83
1576179	07/07/2017	Analytical Sciences	01-9510	Water testing for Grav 2016/17	12.23	
			03-9510	Water testing for Grav 2016/17	163.77	
			04-9510	Water testing @ Hillcrest 2016/17	101.00	277.00
1576180	07/07/2017	Frontline Education	01-9510	Aesop - Absence and Substitute Management	23.50	
			03-5830	Aesop - Absence and Substitute Management	108.89	
			03-9510	Aesop - Absence and Substitute Management	282.00	
			04-9510	Aesop - Absence and Substitute Management	164.50	578.89
1576181	07/07/2017	Gopher	03-4310	Classroom Activity/ Game Systems	5.72	
			03-9510	Classroom Activity/ Game Systems	517.95	523.67
1576182	07/07/2017	Kelly-Moore Paint Co. Inc.	03-4380	Materials for painting @ Gravenstein	3.07	
			03-9510	Materials for painting @ Gravenstein	665.35	668.42
1576183	07/07/2017	Office Depot	01-9510	Health Supplies	.60	
			03-9510	Health Supplies	6.84	7.44
1576184	07/07/2017	Pacific Gas & Electric	01-9510	Electric and Gas for 2016-17 Gravenstein - Final	67.83	

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), Aug 4 2017 2:54PM

ESCAPE ONLINE

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Checks Dated 07/01/2017 through 07/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1576184	07/07/2017	Pacific Gas & Electric	03-9510	Light Poles at Grav Elem 2016-17 Electric and Gas for 2016-17 Gravenstein - Final	1.77	
			04-9510	Light Poles at Grav Elem 2016-17 Electric and Gas for 2016-17 @ Hillcrest - Final	20.37	
				Electric and Gas for 2016-17 Gravenstein - Final	3,251.57	
1576185	07/07/2017	Ray Morgan Company	01-9510	Copy Machine Usage Charges	74.81	3,630.32
			03-9510	Copy Machine Usage Charges	55.97	
			04-9510	Copy Machine Usage Charges	650.31	
1576186	07/07/2017	Sonoma County Office Of Ed.	01-9510	Co-op Agreement w/SCOE Fingerprinting	195.03	901.31
			03-9510	Co-op Agreement w/SCOE	292.25	
			04-9510	Co-op Agreement w/SCOE	406.00	
1576187	07/07/2017	Stephen Roatch Accountancy	01-9510	Co-op Agreement w/SCOE Teacher on Loan ELA-Kelly Matteri	1,052.05	2,764.00
			03-9510	Co-op Agreement w/SCOE	613.70	
			04-9510	Co-op Agreement w/SCOE	400.00	
1576188	07/07/2017	Verizon	01-9510	2016-17 Audit Contract Sup't Phone & Tablet Service	69.50	2,864.00
			03-9510	2016-17 Audit Contract	834.00	
			04-9510	2016-17 Audit Contract	486.50	1,390.00
			01-9510	Sup't Phone & Tablet Service	4.91	
			03-9510	Sup't Phone & Tablet Service	58.83	
			04-9510	Sup't Phone & Tablet Service	58.83	
1576189	07/07/2017	KONE Inc	04-9510	Repair of Wheelchair lift at Hillcrest	34.32	98.06
1576190	07/07/2017	Isaac Kuster dba I.A. Kuster Const. Insp.	40-9510	Repair of Wheelchair lift at Hillcrest	2,536.00	2,536.00
			40-9510	DSA Class I Inspector Grav Modern Phase II	1,190.00	1,190.00
1576191	07/07/2017	Safeway	12-9510	Daycare Supplies & Snacks for 2016/17		
1577167	07/12/2017	Judy Robinson	04-8699	Reimbursement for Cap and Gown	38.91	38.91
1577168	07/12/2017	Rachel Allen	12-8689	Refund Daycare-Not Attending	36.00	36.00
1577169	07/12/2017	AXIA	21-9510	Gravenstein Modernization, Job #940	50.00	50.00
			40-6210	Gravenstein Modernization, Phase III (Part 2)	1,973.50	
			40-6215	Gravenstein Modernization, Phase III (Part 2)	5.79	
			40-6215	Gravenstein Modernization, Phase III (Part 2)	21	
1577170	07/12/2017	California School Boards Assoc	40-9510	Gravenstein Modernization, Phase III (Part 2)	1,291.49	3,270.99
			01-9510	Actuarial Report	75.00	
			03-9510	Actuarial Report	870.00	
			04-9510	Actuarial Report	555.00	1,500.00

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.)

Checks Dated 07/01/2017 through 07/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1577171	07/12/2017	Murray Building, Inc.	21-9510 Grav Elem Modernization Phase II		2,433.78	
1578845	07/19/2017	Analytical Sciences	40-9510 Grav Elem Modernization Phase II		24,971.72	27,405.50
			01-5830 Water testing for Grav 2017/18		5.74	
			03-5830 Water testing for Grav 2017/18		76.26	
1578846	07/19/2017	California School Boards Assoc	04-5830 Water testing @ Hillcrest 2017-18		82.00	164.00
1578847	07/19/2017	Fishman Supply Company	01-5880 GAMUT Online 17-18			1,700.00
			01-4370 Custodial Supplies		424.05	
			03-4370 Custodial Supplies		34.81	
1578848	07/19/2017	KONE Inc	04-4370 Custodial Supplies		236.32	695.18
1578849	07/19/2017	MCI Comm Service	04-5830 Maintenance Coverage for 2017-18			370.80
1578850	07/19/2017	School and College Legal	12-5911 Daycare Phone Line for 2017-18			13.36
			01-9510 Flat Rate Fees Beyond Retainer Yr- 16-17		327.70	
			03-9510 Flat Rate Fees Beyond Retainer Yr- 16-17		3,932.40	
			04-9510 Flat Rate Fees Beyond Retainer Yr- 16-17		2,293.90	
1578851	07/19/2017	Sonoma County Office Of Ed.	01-4350 PAN 2017-18		11.16	6,554.00
			01-9510 MOU with SCOE for May & June Payroll		29.23	
			03-4350 PAN 2017-18		133.92	
			03-5830 MOU with SCOE for May & June Payroll		372.09	
			03-9510 MOU with SCOE for May & June Payroll		350.83	
			04-4350 PAN 2017-18		78.12	
			04-9510 MOU with SCOE for May & June Payroll		204.65	
1578852	07/19/2017	Weeks Drilling & Pump Co. Inc.	01-9510 Gravenstein Elem Water Service for 2016-17-Final		21.56	1,180.00
			03-9510 Gravenstein Elem Water Service for 2016-17-Final		247.97	
			04-9510 Hillcrest Water Service for 2016-17 - Final		239.88	509.41
1578853	07/19/2017	West County Transportation	03-9510 Special Ed Transportation 2016-17		1,067.52	
1578854	07/19/2017	Ally Technology Consulting LLC	04-9510 Special Ed Transportation 2016-17		1,156.48	2,224.00
			01-9510 IT Consultant 2016-17		125.00	
			03-9510 IT Consultant 2016-17		1,500.00	
			04-9510 IT Consultant 2016-17		875.00	
1578855	07/19/2017	AT&T Cabinet 3	01-9510 Gravenstein AT&T CALNET 3 Charges 2016-17		30.16	2,500.00
			03-9510 Gravenstein AT&T CALNET 3 Charges 2016-17		264.01	
			04-9510 Gravenstein AT&T CALNET 3 Charges 2016-17		132.16	
			Hillcrest AT&T CALNET 3 Charges 2016-17		54.81	481.14

6

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 07/01/2017 through 07/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1578856	07/19/2017	Employment Development Dept.	01-9510	Unemployment Taxes for the year 2016-17		623.60
1578857	07/19/2017	Kelly-Moore Paint Co. Inc.	03-9510	Materials for Painting @ Gravenstein		398.72
1578858	07/19/2017	Eva Perez-Atwell	01-5200	Mileage Reimbursement	2.15	
			03-5201	Mileage Reimbursement	46.61	
			04-5201	Mileage Reimbursement	15.01	63.77
1578859	07/19/2017	Santa Rosa Fire Equipment Inc.	01-5600	Service of Fire Extinguishers District Wide	28.35	
			03-5600	Service of Fire Extinguishers District Wide	376.65	
			04-5600	Service of Fire Extinguishers District Wide	344.00	749.00
1580265	07/26/2017	Board of Equalization	01-9510	2016-17 Sales and Use Tax		613.00
1580266	07/26/2017	School Nurse Supply, Inc	04-4390	Health Supplies- Hillcrest		60.13
1580267	07/26/2017	ARC Alternatives	01-5830	Prop 39 Energy Master Planning Services (Part 2)	4,975.00	
			03-5830	Prop 39 Energy Master Planning Services (Part 2)	4,975.00	
			04-5830	Prop 39 Energy Master Planning Services (Part 2)	4,975.00	14,925.00
1580268	07/26/2017	Business Card	01-4365	Brian's Card	2.48	
			01-4380	Brian's Card	40.41	
			01-4390	Lunches	13.23	
			01-5869	Brian's Card	3.59	
			03-4365	Brian's Card	30.23	
			03-4380	Brian's Card	536.93	
			03-4390	Lunches	82.21	
			03-5869	Brian's Card	43.84	
			04-4365	Brian's Card	16.85	
			04-4390	Lunches	49.17	
			04-5869	Brian's Card	24.44	843.38
1580738	07/28/2017	All-Guard Alarm Systems, Inc	03-5800	Alarms-Hillcrest and Gravenstein	575.25	
			04-5800	Alarms-Hillcrest and Gravenstein	598.50	1,173.75
1580739	07/28/2017	Robert Gerhold dba NorBay Consulting	04-5830	Asbestos Clearing Testing Hillcrest		550.00
1580740	07/28/2017	Office Depot	01-4350	Office Supplies	21.86	
			01-4400	Office Supplies	9.08	
			03-4350	Office Supplies	188.69	
			03-4400	Office Supplies	207.53	
			04-4350	Office Supplies	93.39	
1580741	07/28/2017	Santa Rosa Fire Equipment Inc.	04-5600	Fire Alarm Testing Inspection and Certification		520.55
1580742	07/28/2017	SyTech Solutions	01-9510	Contract for Document Management	13.33	520.00

2

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

**Checks Dated 07/01/2017 through 07/31/2017**

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1580742	07/28/2017	SyTech Solutions	03-9510 Contract for Document Management		159.90	266.50
			04-9510 Contract for Document Management		93.27	
<b>Total Number of Checks</b>					<b>49</b>	<b>138,818.32</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	31	58,322.16
03	Gravenstein Elementary Charte	30	24,773.22
04	Hillcrest Middle Charter	32	23,659.68
12	Child Development Fund	3	102.27
21	Building	2	4,407.28
40	Special Reserve-capital Proj	4	27,553.71
Total Number of Checks			138,818.32
Less Unpaid Tax Liability			.00
<b>Net (Check Amount)</b>			<b>138,818.32</b>

Includes checks for only Bank Account COUNTY 21

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







# GRAVENSTEIN UNION SCHOOL DISTRICT

**Jennifer Schwinn, Superintendent**

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

**Board of Trustees**

Jim Horn, Board President  
Desiree Beck, Board Clerk  
Gregory Appling, Member  
Steve Schwartz, Member  
Sandra Wickland, Member

July 31, 2017

Julie Iverson  
Co-Director of Counseling Services  
Social Advocate for Youth  
jiverson@saysc.org

Dear Julie:

The Gravenstein Union School District is delighted to collaborate with SAY on your proposed program to provide grief support services for the students who attend our two District schools. Both the children and staff of Gravenstein Elementary School and Hillcrest Middle Schools will benefit from the peer grief support programming that you and your team will provide. Specifically, the children will benefit from learning how to manage their grief in a positive, healthy way. With SAY's concentrated support, the teachers and other school staff members in these two schools will benefit by learning how to better identify when children are in need of grief support and how to implement the appropriate interventions to help children work through their grief in a supportive environment.

The bereavement support work that you are proposing to conduct in these two schools is extremely important. On May 1, 2017 our school District lost a middle school student to suicide and our whole school community was rocked by the tragedy. The loss of that student was felt acutely by those close to her, and brought up other grief trauma in students and staff that did not even personally know that student. Grief has been the focus of our entire community lately.

I wish you much success in being awarded a grant from the New York Life Foundation to fund this much-needed bereavement work in our schools.

Sincerely,

Jennifer Schwinn  
Superintendent  
Gravenstein Union School District





California County Superintendents  
Educational Services Association



## Digital Instructional Materials and the Williams Sufficiency Standard

When considering the adoption of digital materials, some districts have cited the Williams Settlement legislation, which was signed on September 29, 2004, as a barrier. The Williams Settlement legislation established the "sufficiency" standard for instructional materials, which requires that all students, including English learners, have access to standards-aligned textbooks or instructional materials in the core subjects for use in class and to take home.

Unfortunately, some districts have interpreted this to mean that they cannot adopt digital instructional materials unless every student has access to a computer with Internet access at school and at home. While this remains the ideal, technology has evolved so that there are ways to meet the sufficiency requirement of Williams AND adopt digital materials.

This memo provides a framework for how districts can adopt digital instructional materials while fully honoring the equity principle at the heart of the Williams Settlement legislation and the sufficiency requirement.

### What Schools are Subject to the Sufficiency Standard?

**All** schools are subject to the Williams standards, including the sufficiency standard. County Superintendents are responsible for visiting the schools in the bottom three deciles within the first four weeks of school to verify that those schools satisfy the relevant standards.

### What is the Sufficiency Standard and How Does it Apply to Digital Instructional Materials?

Instructional materials are defined in Ed Code 60010(h) as "all materials that are designed for use by pupils and their teachers as a learning resource and help pupils acquire facts, skills, or opinions or to develop cognitive processes. Instructional materials may be printed or nonprinted, and may include textbooks, technology-based materials, other educational materials, and tests."

Sufficiency of instructional materials is defined in Ed Code 1240(c)(2)(B) to mean that each pupil has sufficient textbooks and instructional materials in the four core areas as defined by Section 60119. Ed Code 60119(c)(1) states that sufficient textbooks or instructional materials means "each pupil, including English Learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home."

Web-based or electronic textbooks count as instructional materials. In order to meet the sufficiency standard, however, students need to have access to such materials both at school and at home. This presumes that students with Web-based materials have access to computers or other devices and the Internet in school and at home, and that students with electronic textbooks have access to computers or other devices in school and at home.

### **How Can Districts Meet the Sufficiency Standard While Adopting Digital Instructional Materials?**

As long as the district assures that students can access the relevant content at school and at home, districts can adopt digital instructional materials. Indeed, many districts already have done so. Three general approaches that districts may take in adopting digital instructional materials, while ensuring sufficiency, are described below. Although described as distinct "Approaches," they may also be viewed as reflecting different segments of a spectrum. Districts may plan to move from one approach to another over time or to adopt materials for different subjects and grades that fit within different approaches.

**Static Approach:** Static, digital materials. Under this approach, the materials are a PDF, operating as a book on a digital reader, without interactivity. Under this approach, digital versions of textbooks and other materials replace hard copies. Generally, districts will also have to adopt accompanying workbooks or practice-books in hard copy for student assignments.

**Interactive Approach:** Interactive digital materials, with ability to access content without an active internet connection. Under this approach, the materials are interactive but they have been designed so that students can access relevant materials regardless of whether they have internet access at home.

This is accomplished by adopting digital materials with one or more of the following features or functionality: (a) the digital materials, including interactive content, come preloaded on the devices to allow use at school and then use the devices at home without connectivity; (b) the digital content is loaded on a flash drive that the students can use at home on a computer or device without connectivity; (c) on a regular basis (e.g., daily or weekly), students download relevant interactive materials to the devices before leaving campus (or the materials update automatically at some point during the school day); and/or (d) homework is based on printed materials, such as a practice book that comes with the digital techbook adoption or supplementary handouts.

- Examples: In Riverside USD, teachers upload important materials onto a learning management system, instead of simply providing a link to web-based content. If there is something for an assignment that must be downloaded, it is the student's responsibility to do so before leaving campus.

In rural areas with limited broadband connectivity, districts may request that the publisher provide a server for school sites to ensure students can access the interactive digital materials at school and download them for use at home.

**Fully Interactive and Connected Approach:** Fully interactive digital materials based on universal internet access. Under this approach, the materials are interactive and require

universal wifi for students to access the relevant materials. This would include materials designed to operate “in the cloud,” *i.e.*, that function only with a live internet connection, or in which students must have wifi to access content, such as recorded lectures or interactive, web-based graphics. (Because universal wifi access in entire communities has not been achieved, this is an aspirational approach.)

### **Access to Devices**

Because “sufficient instructional materials” require access to the materials both at school and at home, the above approaches presume that the district assures that all students have devices for use at school and at home in conjunction with before adopting instructional materials in an exclusively digital format. Many districts in California have accomplished this, through one or more of the following strategies:

- School districts, such as Riverside USD, have adopted a Bring Your Own Device (BYOD) policy. Like RUSD, a district can conduct a survey to gauge student need, and those who are unable or unwilling to provide their own device are provided one by the district at no cost. Such policies, however, must be developed to satisfy the free schools guarantee, which is described in more detail below.
- To expand the number of students who are able to provide their own device, a district foundation or public/private partnership, such as the Napa Valley Education Foundation and NapaLearns in Napa County, can offer a Rent-to-Purchase program for devices. Parents put down a small initial payment, and are billed monthly during the school year. At the end of the year, they own the device. Alternatively, businesses and public/private partnerships can assist districts with funds to purchase outright devices to provide for students who cannot bring them from home.
- Some districts, such as Coachella Valley USD, have purchased a device for every student in the district to use at school and at home.
- For programs where the district provides a device (either to all students or to those who are unwilling or unable to provide their own), students check out a device to use in class and take home, and the device is theirs for the entire school year. Schools use the same inventory system as they do for textbooks to keep track of what device has gone to what students. Though it is not required, parents can purchase insurance against loss or theft.

### **Free Schools Clause and Illegal School Fees**

The “free schools” clause of the California Constitution and related statutes prohibit public schools from requiring students to purchase materials as a condition of participating in educational activities. The California Department of Education has issued guidance providing more details about the free schools clause and school fees, which can be accessed at:

<http://www.cde.ca.gov/re/lr/fm/fma1202.asp>.

Just as school districts cannot charge students for required textbooks, see Education Code Section 60070, school districts may not require students to purchase devices or internet access, to provide their own devices, or otherwise pay a fee as a condition of accessing required course materials under the free schools guarantee, see Education Code Section 49010(b)(3). Accordingly, districts must assess whether they can ensure that all students will be able to access electronic devices both at school and at home without requiring students to purchase or

provide devices. Additionally, unless the district can assure that all students have internet access at school and at home, districts must also be conscious of whether students will be able to access the digital content without an internet connection.

**Conclusion**

Reaching the ideal state where all students have devices and connectivity at school and at home may not be accomplished overnight. But the level of student engagement and achievement that is possible when digital materials are used and the increasing importance of technology in society underscore the importance of incorporating technology into education in the meantime while ensuring equity.

Although many families have the devices and appropriate connectivity in place, the most at-risk children may not. Particularly as testing now requires students to be familiar with working digitally, developing a framework for incorporating digital materials into every day instructional practice is essential. We hope that Districts will consider the approaches outlined above for meeting the sufficiency standard while adopting digital materials.

Sincerely,



Peter Birdsall  
Executive Director, CCSESA



David Sapp  
Director of Education Advocacy/Legal Counsel, ACLU of California



III D 3+4



**Formal resignation**

**Rebecca Gunter** <rgunter@grav.k12.ca.us>

Thu, Aug 3, 2017 at 4:25 PM

To: Jennifer Schwinn <jschwinn@grav.k12.ca.us>, Wanda Holden <wholden@grav.k12.ca.us>

Dear Mrs. Schwinn,

I realize I never formally gave my notice, so please accept this email as my official resignation from the Gravenstein Union School District. I have accepted a full-time teaching position and therefore will not be able to continue as an instructional assistant or as the Director of the before and after school program.

I have enjoyed working with the staff and families. Please let me know if there is required paperwork for me to sign, you can reach me at [mrs.gunter@icloud.com](mailto:mrs.gunter@icloud.com).

I look forward to seeing everyone when I am on campus as necessary for events my boys are participating in.

Sincerely

Rebecca Gunter

**Jennifer Schwinn** <jschwinn@grav.k12.ca.us>

Fri, Aug 4, 2017 at 2:54 PM

To: Rebecca Gunter <rgunter@grav.k12.ca.us>

Cc: Wanda Holden <wholden@grav.k12.ca.us>

Hi Rebecca,

Thank you for letting me know that you are not returning as an employee. I wish you all the best in your future career opportunities. I'm glad we will still get to keep you as part of our school community, and look forward to seeing you on campus in your roll as GUSD parent.

On behalf of the Board of Trustees, I accept your letter of resignation dated 8/3/17.

Sincerely,

[Quoted text hidden]

--

Jennifer Schwinn  
Superintendent-Principal

Gravenstein Union School District  
3840 Twig Ave.  
Sebastopol, CA 95472  
[\(707\) 823-7008](tel:(707)823-7008)

30





Sandra Wickland  
6435 Lone Pine Road  
Sebastopol, CA 95472  
(707) 824-9809  
(707) 217-3669 cell

August 4, 2017

By E-Mail and First Class Mail

Steve Herrington  
Sonoma County Office of Education  
5340 Skylane Blvd.  
Santa Rosa, CA 95403

Re: Resignation from Gravenstein Union Board of Trustees

Dear Mr. Herrington:

I write to inform you that I am resigning from the Gravenstein Board of Trustees, effective August 30, 2017. I have served on the GUSD Board for ten (10) years and now it is time for me to move on.

Thank you,

/s/

Sandra Wickland

Cc: Jennifer Schwinn  
Jim Horn, Board President



V A

Distribution:  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 IOR (copy)   
 DSA



Via:  
 Fax   
 E-Mail   
 Mail   
 Overnight   
 Hand

**CHANGE ORDER**

<b>PROJECT:</b>	<b>Gravenstein Ph 2 Modernization</b> <b>Gravenstein Union School District</b> Sebastopol, CA 95472	<b>Change Order No.</b>	<b>76</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
<b>CONTRACTOR:</b>	<b>Murray Building Inc.</b> 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	\$ 846,963.75
The Contract Sum prior to this Change Order was	\$ 4,101,963.75
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 5,663.86
The new Contract Sum including this Change Order will be	<u>\$ 4,107,627.61</u>
The Contract Time will be UNCHANGED by this Change Order in the amount of	<u>0</u>
The Date of Completion as of the date of this Change Order:	<u>3/25/2017</u>

**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."

<b>ARCHITECT</b>	<b>CONTRACTOR</b>	<b>OWNER</b>
<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

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

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

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

76  
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>					<b>\$ 5,663.86</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
1.		Heater UH-1	75		\$ 5,663.86	0			
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**

75

TITLE: **Heater UH-1**

<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>75</u> Date: <u>4/25/2017</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 the additional cost for the installation of a heater UH-1 in the pump house as per DSA drawing requirements. Work to be done outside of contract schedule.

**MODIFICATION TO**

**CONTRACT SUM:**

(Line 22 from Page 2)

\$5,663.86

**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 4/25/2017

Fax:

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

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

C.O. R. No.:	<b>75</b>
Project No.:	
Date:	4/25/2017
DSA App. No.:	0.00
Page of	2 3
ADDED	CREDIT

Line TITLE: Heater UH-1

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

**GENERAL CONTRACTOR'S WORK**

1	Material (attach itemized quantity and unit cost <u>excluding</u> sales tax)	\$0.00	\$0.00
2	Labor (attach itemized hours and rates)	\$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)	\$5,048.00	\$0.00
12	<b>Subtotal</b>	<b>\$5,048.00</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>\$5,048.00</b>	<b>\$0.00</b>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$504.80	\$0.00
16	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10.	\$0.00	\$0.00

17	<b>Total of Subcontract Work (sum of lines 14, 15 and 16)</b>	<b>\$5,552.80</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$5,552.80</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>\$5,552.80</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$111.06</b>	<b>\$0.00</b>
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$5,663.86</b>	<b>\$0.00</b>

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



Distribution:  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 IOR (copy)   
 DSA



Via:  
 Fax   
 E-Mail   
 Mail   
 Overnight   
 Hand

# CHANGE ORDER

<b>PROJECT:</b>	<b>Gravenstein Ph 2 Modernization</b> <b>Gravenstein Union School District</b> Sebastopol, CA 95472	<b>Change Order No.</b>	<b>77</b>
		Contract For:	Phase 2
		Contract Date	05-24-16
		DSA File No.:	49-39
		DSA App. No.:	01-115393
<b>CONTRACTOR:</b>	<b>Murray Building Inc.</b> 1181 Broadway Sonoma, CA 95476	Arch. Project No.:	940
		Arch File Code:	<b>97.00</b>

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	<b>\$ 3,255,000.00</b>
Net change by previous Change Orders	<b>\$ 852,627.61</b>
The Contract Sum prior to this Change Order was	<b>\$ 4,107,627.61</b>
The Contract Sum will be INCREASED by this Change Order in the amount of	<b>\$ 6,309.03</b>
The new Contract Sum including this Change Order will be	<b>\$ 4,113,936.64</b>
The Contract Time will be UNCHANGED by this Change Order in the amount of	<b>0</b>
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."

<b>ARCHITECT</b> <b>AXIA Architects</b> 250 D Street, Suite 210 Santa Rosa, CA 95404 By. Date	<b>CONTRACTOR</b> <b>Murray Building Inc.</b> 1181 Broadway Sonoma, CA 95476 By. Date	<b>OWNER</b> <b>Gravenstein Union School District</b> 3840 Twig Ave. Sebastopol, CA 95472 By. Date
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**PROJECT:**  
 Gravenstein Ph 2 Modernization  
 Gravenstein Union School District

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

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

77  
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>					<b>\$ 6,309.03</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
1.		Replace Water Main	77		\$ 6,309.03	0			
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									

END OF SUMMARY

# CHANGE ORDER REQUEST

Distribution to:


OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

**COR**

77

TITLE: **Replace Water Main**

<b>PROJECT:</b> <b>Gravenstein Modernization</b> <b>3840 Twig Ave.</b> <b>Sebastopol, Ca 95472</b>	<b>ARCHITECT:</b> <b>AXIA</b> <b>250 D Street, Suite 210</b> <b>Santa Rosa, Ca 95404</b> Fax:	<b>C. O. R. No.</b> <u>77</u> Date: <u>4/27/2017</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. _____ <b>Response to:</b> _____ <b>Arch. RFP No.</b> _____
<b>OWNER:</b> <b>Gravenstein Union School District</b> <b>3840 Twig Ave.</b> <b>Sebastopol, Ca 95472</b> Fax:	<b>INSPECTOR OF RECORD:</b> <b>Isaac Kuster</b> Fax:	

**DESCRIPTION:** The plumbing plans called for the water line in Building F to be connected to the existing lines in the crawl space. Upon start of demolition the existing water main valve was shut off. Upon completion of work, the valve was attempted to be turned on but failed. The existing valve is under a concrete walkway. After a prolonged attempt to gain access to the valve, it was decided that the valve would have to be abandoned and a new water main would have to be run along side the walk way. This COR is for the work required to replace the main.

MODIFICATION TO  
CONTRACT SUM:  
(Line 22 from Page 2) \$6,309.03

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: 4/27/2017

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.:	77
Project No.:	
Date:	4/27/2017
DSA App. No.:	0.00
Page	2
of	3

Line	TITLE: Replace Water Main	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)	\$185.00	\$0.00
2	Labor (attach itemized hours and rates)	\$1,696.50	\$0.00
3	Equipment (attach invoices)	\$0.00	\$0.00
4	<b>Subtotal</b>	<b>\$1,881.50</b>	<b>\$0.00</b>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	\$282.23	\$0.00
6	<b>Subtotal</b>	<b>\$2,163.73</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>\$2,163.73</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)	\$3,656.00	\$0.00
12	<b>Subtotal</b>	<b>\$3,656.00</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>\$3,656.00</b>	<b>\$0.00</b>
15	General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14.	\$365.60	\$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>\$4,021.60</b>	<b>\$0.00</b>
18	<b>Subtotal General Contractor and Subcontractor Work</b> (sum of lines 8 and 17.)	<b>\$6,185.33</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>\$6,185.33</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$123.71</b>	<b>\$0.00</b>
22	<b>TOTAL (sum of lines 20 and 21.) Copy to cover page.</b>	<b>\$6,309.03</b>	<b>\$0.00</b>

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



# MURRAY BUILDING, INC.

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

**Account Of:** \_\_\_\_\_

**Gravenstein Union School District**  
 3840 Twig Ave  
**Sebastopol, Ca 95472**

**PROJECT:** Modernization Phase 2                      **DATE:** 4.27.17  
**DESCRIPTION:** Replace Portion Of Water Main                      **P.C.O. #:** 77  
**AS PER:** Site Conditions                      **Project #:** 128

POTENTIAL CHANGE ORDER DESCRIPTION

**LABOR**

Classification	Description	Hours	Rate	Amount
Foreman			\$109.00	\$0.00
Carpenter	Demo concrete around valve	8	\$94.25	\$754.00
Carpenter	Trench and back fill for main	6	\$94.25	\$565.50
Carpenter	Repair Concrete	4	\$94.25	\$377.00
<b>Labor Total</b>				<b>\$1,696.50</b>

**MATERIAL**

Description	Invoice #	Date	Amount
Concrete			\$35.00
Two New Christey Boxes			\$150.00
<b>Material Total</b>			<b>\$185.00</b>

**EQUIPMENT RENTAL**

Description	Hours	Rate	Amount
N/A			
<b>Rental Total</b>			\$0.00

**SUBCONTRACTORS**

Description	Invoice #	Date	Amount
RG Plumbing - Replace Water Main	CO #9	2.22.17	\$3,656.00
<b>First Tier Total</b>			\$3,656.00

**CREDITS**

Description	Invoice #	Date	Amount
N/A			
<b>Credit Total</b>			\$0.00

<b>Days Added By This Change Order</b>	0
<b>Reason For Added Days:</b>	
<b>Additional General Conditions Expense Per Day</b>	\$2,500.00
<b>G.C.'s Total</b>	
	<b>TBD</b>

**TOTAL COSTS**

Description	Total	P&O Rate	Amount
Labor	\$1,696.50	15.00%	\$1,950.98
Material	\$185.00	15.00%	\$212.75
Equipment Rental	\$0.00	15.00%	\$0.00
General Conditions	\$0.00	15.00%	\$0.00
Subcontractor	\$3,656.00	10.00%	\$4,021.60
Credits	\$0.00	0.00%	\$0.00
<b>Sub Total of All Work</b>			<b>\$6,185.33</b>

<b>Bond Fee</b>	2.00%	\$123.71
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<b>CHANGE ORDER COST</b>	<b>\$6,309.03</b>
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Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Architect: \_\_\_\_\_

Date: \_\_\_\_\_

45



Distribution:  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 IOR (copy)   
 DSA



Via:  
 Fax   
 E-Mail   
 Mail   
 Overnight   
 Hand

# CHANGE ORDER

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

<b>Change Order No.</b>	<b>78</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	\$ 858,936.64
The Contract Sum prior to this Change Order was	\$ 4,113,936.64
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 1,278.00
The new Contract Sum including this Change Order will be	\$ 4,115,214.64
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> 250 D Street, Suite 210 Santa Rosa, CA 95404	<b>Murray Building Inc.</b> 1181 Broadway Sonoma, CA 95476	<b>Gravenstein Union School District</b> 3840 Twig Ave. Sebastopol, CA 95472
By.	By.	By.
Date	Date	Date



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

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

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

78  
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>					<b>\$ 1,278.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
1.		Additional Signs In Building F	78		\$ 1,278.00	0			
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**

78

TITLE: **Additional Signs In 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> <u>78</u> Date: <u>6/28/2017</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: As per the district's request, additional signage has been added in Building F and on campus. COR is for additional signs and labor to install.

MODIFICATION TO  
CONTRACT SUM:  
(Line 22 from Page 2) \$1,278.00

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."

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"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: 6/28/2017		<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:	C.O. R. No.:	<b>78</b>
PROJECT:	Project No.:	
Gravenstein Modernization	Date:	6/28/2017
3840 Twig Ave.	DSA App. No.:	0.00
	Page	2
	of	3
Line	TITLE:	ADDED
	Additional Signs In Building F	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>\$673.55</b>	<b>\$0.00</b>
2	Labor (attach itemized hours and rates)	<b>\$415.96</b>	<b>\$0.00</b>
3	Equipment (attach invoices)	<b>\$0.00</b>	<b>\$0.00</b>
4	<b>Subtotal</b>	<b>\$1,089.51</b>	<b>\$0.00</b>
5	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4.	<b>\$163.43</b>	<b>\$0.00</b>
6	<b>Subtotal</b>	<b>\$1,252.94</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>\$1,252.94</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>\$0.00</b>	<b>\$0.00</b>
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.	<b>Incl.</b>	<b>\$0.00</b>
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.	<b>\$0.00</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</b> of Subcontract Work (sum of lines 14, 15 and 16)	<b>\$0.00</b>	<b>\$0.00</b>
18	<b>Subtotal</b> General Contractor and Subcontractor Work (sum of lines 8 and 17.)	<b>\$1,252.94</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</b> (sum of lines 18 and 19)	<b>\$1,252.94</b>	<b>\$0.00</b>
21	Bond not to exceed two percent (2%) of line 20.	<b>\$25.06</b>	<b>\$0.00</b>
22	<b>TOTAL</b> (sum of lines 20 and 21.) Copy to cover page.	<b>\$1,278.00</b>	<b>\$0.00</b>

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



# MURRAY BUILDING, INC.

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

Account Of:

**Gravenstein Union School District**  
3840 Twig Ave  
**Sebastopol, Ca 95472**

**PROJECT:** Modernization Phase 2

**DATE:** 6.28.17

**DESCRIPTION:** Additional Sign In Building F

**P.C.O. #:** 78

**AS PER:** Owner's Request

**Project #:** 128

## POTENTIAL CHANGE ORDER DESCRIPTION

### LABOR

Classification	Description	Hours	Rate	Amount
Foreman			\$109.00	\$0.00
Carpenter	Install New Signs	4	\$103.99	\$415.96
Carpenter				\$0.00
Carpenter				\$0.00
<b>Labor Total</b>				<b>\$415.96</b>

### MATERIAL

Description	Invoice #	Date	Amount
Signs Of Success			\$673.55
<b>Material Total</b>			<b>\$673.55</b>

**EQUIPMENT RENTAL**

Description	Hours	Rate	Amount
N/A			
<b>Rental Total</b>			<b>\$0.00</b>

**SUBCONTRACTORS**

Description	Invoice #	Date	Amount
N/A			
<b>First Tier Total</b>			<b>\$0.00</b>

**CREDITS**

Description	Invoice #	Date	Amount
N/A			
<b>Credit Total</b>			<b>\$0.00</b>

<b>Days Added By This Change Order</b>	0
<b>Reason For Added Days:</b>	
<b>Additional General Conditions Expense Per Day</b>	\$2,500.00
<b>G.C.'s Total</b>	<b>TBD</b>

**TOTAL COSTS**

Description	Total	P&O Rate	Amount
Labor	\$415.96	15.00%	\$478.35
Material	\$673.55	15.00%	\$774.58
Equipment Rental	\$0.00	15.00%	\$0.00
General Conditions	\$0.00	15.00%	\$0.00
Subcontractor	\$0.00	10.00%	\$0.00
Credits	\$0.00	0.00%	\$0.00
<b>Sub Total of All Work</b>			<b>\$1,252.94</b>

<b>Bond Fee</b>	2.00%	\$25.06
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<b>CHANGE ORDER COST</b>	<b>\$1,278.00</b>
--------------------------	-------------------

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Architect: \_\_\_\_\_

Date: \_\_\_\_\_

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# Gravenstein Union School

## District

Business Services  
 3840 Twig Avenue  
 Sebastopol, CA 95472-5750  
 (707) 823-7008 FAX (707) 823-2108

V B

**PURCHASE ORDER**  
 NO: P18-00059  
 DATE 07/19/2017

**SHIP TO:**  
 DISTRICT OFFICE  
 3840 Twig Avenue  
 Sebastopol, CA 95472

**ORDERED FROM:** **FAX:**  
 Technicon Engineering Services  
 4539 N Brawley #108  
 Fresno, CA 93722

**IMPORTANT INSTRUCTIONS TO VENDOR**

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDER LOCATION			REQUISITIONER		REQUISITION #
0003 - DISTRICT OFFICE			Wanda Holden		R18-00065
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	Testing and Inspection for Gravenstein Elementary School Covered Walkway DSA File #49-39 DSA App. No. 01-116818	2,950.00	\$2,950.00
				Order Sub-Total	\$2,950.00
				Sales Tax	.00
				Shipping	.00
				Adjustment	.00
				<b>Order Total</b>	<b>\$2,950.00</b>

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Vendor



Authorized Signature



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

July 7, 2017

TES No. MP17-130

**Ms. Jennifer Schwinn**  
**Gravenstein Unipn School District**  
 3840 Twig Avenue  
 Sebastopol, CA 95472  
 Phone: 707-823-7008  
 Email: [bsposato@grav.k12.ca.us](mailto:bsposato@grav.k12.ca.us)

**PROJECT:** Gravenstein Elementary School Covered Walkway  
 3840 Twig Avenue  
 Sebastopol, CA  
 DSA File No. 49-39 DSA App. No. 01-116818

**SUBJECT:** Cost Estimate for Materials Testing and Inspections Services

Ms. Schwinn:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

Gravenstein Elementary School Covered Walkway 3840 Twig Avenue Sebastopol, CA DSA File No. 49-39 DSA App. No. 01-116818			
	Quantity	Rate	Estimated Fees
<b>Structural Steel</b>			
Material Identifications	4/Hours	\$100/Hour	\$400
Shop Welding Special Inspection	12/Hours	\$100/Hour	\$1,200
<b>Subtotal for Structural Steel</b>			<b>\$1,600</b>
<b>Travel</b>			
Fuel Surcharge	8/Trips	\$25/Per Trip	\$200
<b>Subtotal for Travel</b>			<b>\$200</b>
<b>Final Reports-DSA</b>			
Final Structural	1/LS	\$370/LS	\$370
<b>Subtotal for Final Reports</b>			<b>\$370</b>
<b>Report Preparation</b>			
Registered Civil Engineer	2/Hours	\$184/Hour	\$368
Project Management	2/Hours	\$126/Hour	\$252
Administration	2/Hours	\$80/Hour	\$160
<b>Subtotal for Report Preparation</b>			<b>\$780</b>
<b>ESTIMATED COST OF CONSTRUCTION TESTING AND INSPECTION</b>			<b>\$2,950</b>

CORPORATE OFFICE — 4539 N. Brawley Avenue #108, Fresno, CA 93722 — P 559.276.9311 — F 559.276.9344

VISALIA OFFICE — 151 S. Dunworth Avenue, Visalia, CA 93292 — P 559.732.0200 — F 559.732.0830

MERCED OFFICE — 2345 Jetway Drive, Atwater, CA 95301 — P 209.384.9300 — F 209.384.0891

[www.technicon.net](http://www.technicon.net)

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Rates (additional charges if needed)	
Overtime @ 1.5 x \$100 (If required after 8 hours and Saturdays)	\$150.00/Hour
Double time @ 2 x \$100 (If required after 12 hours and Sundays/Holidays)	\$200.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

### CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project is **subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. **TECHNICON** will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 24 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis.

Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.

Charges for re-inspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for back-charging contractors.

**Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.**

\*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any addition aspect of the project, the Client agrees to pay **TECHNICON Engineering Services, Inc. (Consultant)** any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing

Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully submitted,  
**TECHNICON Engineering Services, Inc.**

Darren G. Williams, RCE  
President

Accepted By: Jennifer Schmitt

P.O. # : \_\_\_\_\_

Signature

Title

Date



**CONSULTING** Page 1 of 2  
**CONTRACT TERMS AND CONDITIONS (REV 1/2017)**

**I SCOPE**

Consultant (**TECHNICON**) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

**II COMPENSATION**

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

**III RESPONSIBILITY**

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

**IV SCOPE OF CLIENT SERVICES**

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

**V INDEMNIFICATION**

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING  
CONTRACT TERMS AND CONDITIONS (REV 11/2017)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XL.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.









Valley School Shelters

P.O. Box 1499  
Tulare, CA 93275-1499  
559-329-8830  
www.valleyschoolshelters.com



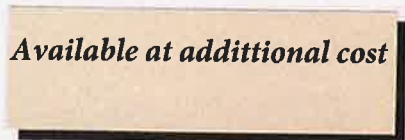
**SP / REGAL WHITE**



**ROMAN BLUE**



**CLAY**



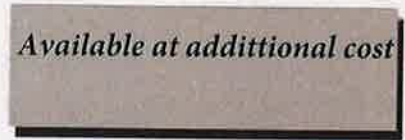
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**SURREY BEIGE**



**PATRICIAN BRONZE**



**ASH GRAY**



**LIGHT STONE**



**AUTUMN RED**



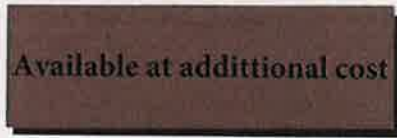
**MATTE BLACK**



**TUDOR BROWN**



**CHARCOAL**



**TERRATONE  
KYNAR 500® ONLY**



**EVERGREEN**



**BRANDYWINE**



**HARTFORD GREEN**

• ADDITIONAL COST WILL APPLY FOR BRANDYWINE AND HARTFORD GREEN.  
• AVAILABLE IN KYNAR 500® ONLY.

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ALL KYNAR 500® COLORS ARE ENERGY STAR COMPLIANT.

MM210CA

COLOR SELECTOR

# Gravenstein Union School

## District

Business Services  
 3840 Twig Avenue  
 Sebastopol, CA 95472-5750  
 (707) 823-7008 FAX (707) 823-2108

### PURCHASE ORDER

NO: P18-00071  
 DATE 08/02/2017

**SHIP TO:**  
 DISTRICT OFFICE  
 3840 Twig Avenue  
 Sebastopol, CA 95472

#### IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

**ORDERED FROM:**

NSP3  
 1555 Tahoe Court  
 Redding, CA 96003

**FAX:**

ORDER LOCATION 0003 - DISTRICT OFFICE				REQUISITIONER Wanda Holden	REQUISITION # R18-00091
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1		Install - construction of two 20 X 30 double post walkway covers with pier footings. Also to include rain gutter and downspout install.	17,715.00	\$17,715.00
2	1	EACH	Install - Construction of footings to include: (8) sawcuts, and removal of spoils.  See attached quote.	3,340.00	\$3,340.00
				Order Sub-Total	\$21,055.00
				Sales Tax	.00
				Shipping	.00
				Adjustment	.00
				<b>Order Total</b>	<b>\$21,055.00</b>

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Vendor



Authorized Signature

# QUOTE



Corporate Office  
1555 Tahoe Court  
Redding, CA 96003  
Tax ID#: 72-1545106

Main#: (877) 473-7619  
Fax#: (530) 246-0518

**QUOTE TO:**

Gravenstein Union School District  
Wanda Holden  
3840 Twig Avenue  
Sebastopol, CA 95472

DATE: 7/6/2017

QUOTE #: 17-2681

REP: Jesse@nsp3.com

PROJECT: Gravenstein Elementary

TERMS: Net 30 of Completion

Main #: 707.823.7008

Fax #:

Email: wholden@grav.k12.ca.us

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			Installation by Park Associates Inc. CA - Lic# 959805 DIR# 1000003741		
			BID AT PREVAILING WAGE		
			Installation assumes normal digging conditions with standard bobcat & auger.		
		Install PA	Construction of two 20x30 double post walkway covers with pier footings. Also to include rain gutter and downspout install.	17,715.00	17,715.00
		Install PA	Construction of footings to include: Concrete, (8) saw cuts, and removal of spoils.	3,340.00	3,340.00
			Exclusions: Concrete pump - if concrete truck cannot access the site an additional charge for a concrete pump will apply. Offloading and storage of equipment. Moving equipment from storage site to construction site. Marking of any underground utilities and/or obstructions Inspections or applicable permits and fees Removal of obstacles to reach construction site.		
			*Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. NSP3 is not responsible for repairing unmarked underground utilities and pipes.**		
			By signing below you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components & hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL	\$21,055.00
SALES TAX (8.125%)	\$0.00
<b>TOTAL</b>	<b>\$21,055.00</b>

Representative Authorized to Order:

SIGNED QUOTE REQUIRED TO ORDER

Date: 8/3/17

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

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# Gravenstein Union School

## District

Business Services  
 3840 Twig Avenue  
 Sebastopol, CA 95472-5750  
 (707) 823-7008 FAX (707) 823-2108

### PURCHASE ORDER

NO: P17-00786

DATE 08/02/2017

#### SHIP TO:

DISTRICT OFFICE  
 3840 Twig Avenue  
 Sebastopol, CA 95472

#### IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

#### ORDERED FROM:

NSP3  
 1555 Tahoe Court  
 Redding, CA 96003

#### FAX:

ORDER LOCATION		REQUISITIONER			REQUISITION #
0003 - DISTRICT OFFICE		Eva Perez-Atwell			R17-00867
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPO #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	2	EACH	DSA Approved Double Post/Single Slope Walkway Cover	18,484.00	\$36,968.00
2	2	EACH	Gutters and Downspouts	662.00	\$1,324.00
3	1	EACH	Standard Engineering	975.00	\$975.00
4	1	EACH	NPP Discount	2,748.69-	\$2,748.69-
			NPP mem ID 2036961		
				Order Sub-Total	\$36,518.31
				Sales Tax	2,887.89
				Shipping	1,406.00
				Adjustment	.00
				<b>Order Total</b>	<b>\$40,812.20</b>

66

Vendor

  
 Authorized Signature



# QUOTE



Corporate Office  
1555 Tahoe Court  
Redding, CA 96003  
Tax ID#: 72-1545106

Main#: (877) 473-7619  
Fax#: (530) 246-0518

**QUOTE TO:**

Gravenstein Union School District  
Wanda Holden  
3840 Twig Avenue  
Sebastopol, CA 95472

DATE: 4/7/2017

QUOTE #: 17-1848

REP: jesse@nsp3.com

PROJECT: Gravenstein Elementary

TERMS: Net 30 from Shipment

Main #: 707.823.7008  
Fax #:   
Email: wholden@grav.k12.ca.us

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
2	Valley School Shelters	VSS DSA	20' x 30' DSA Approved Double Post/Single Slope Walkway Cover 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 12' - 0" Roof Height and Top of Post 10' - 4" Beams @ Posts 1/4:12 - Roof Pitch 20lb Framing 4 - Posts Includes: Fasteners & Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted "C" channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers)	18,484.00	36,968.00T
2	Valley School Shelters	ADD ON	Rain Gutters and Downspouts	662.00	1,324.00T
1	Valley School Shelters	ENG	Standard Engineering (Expedited Option - \$1075.00)	975.00	975.00
		NPP	NPP Discount Vendor ID: VQ1D316 NPP Member ID: 2036961	-2,748.69	-2,748.69
		Shipping	Freight	1,406.00	1,406.00
		Equip Only	Equipment only. Installation and offloading to be supplied by others.		
		Offloading	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.		
		DSA-2	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others		
		DSA-4	Fabrication cannot begin until customer has provided supplier with proof of DSA approval		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL \$37,924.31

SALES TAX (8.75%) 8.125% \$3,146.01

TOTAL \$41,040.32

Representative Authorized to Order:

SIGNED QUOTE REQUIRED TO ORDER

Date: 5/11/17

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility.

Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.





**CHILD NUTRITION SERVICES**  
211 RIDGWAY AVENUE  
SANTA ROSA, CA 95401

July 27, 2017

Gravenstein Union School District  
Attn: Jennifer Schwinn, Superintendent  
3840 Twig Avenue  
Sebastopol, CA 95472-5750

Dear Ms. Schwinn:

Thank you for choosing Santa Rosa City Schools Child Nutrition Services as your meal provider and being a valued customer. SRCS Child Nutrition is committed to providing nutritious meals designed to be both healthy and well-received by students. Our meals meet all state and federal requirements, such as less than 30% of calories from fat, less than 10% from saturated fat and within sodium and calorie guidelines.

Our school meals have gone through many changes over the years to increase their nutritional value. We use many local produce growers such as Gabriel Farms and Walker Ranch. Coastline Produce Company, Tofu Yu from Berkeley and Clover Stornetta are some of the local premium food products used in our kitchen.

There is no Trans-fat in any of our food. On request we offer sack lunches and a nutrient analysis of our menus. There are several entrée choices including a vegetarian choice every day. No peanuts are offered in any of our meals.

Enclosed you will find the 2017-2018 Contract for Vended Meal Services from Santa Rosa City Schools, Child Nutrition Services. Please complete the following and **return as soon as possible**.

1. Sign and return original to us, along with a copy of your 2017-2018 calendar.
2. Make a copy for yourself.

The contract is not valid until these items are received.

May I take this opportunity to thank you for your business, and we look forward to serving you this upcoming school year.

Sincerely,

*Kenneth Bunns*

Kenneth Bunns  
Director  
Child Nutrition Services



# CONTRACT

## AGREEMENT FOR VENDED MEAL SERVICES

This AGREEMENT, for the period July 1, 2017 through June 30, 2018, is hereby entered into between City of Santa Rosa High School District of the State of California, hereinafter referred to as "CITY SCHOOLS" and: Gravenstein Union School District, hereinafter referred to as: District.

WHEREAS, CITY SCHOOLS has the capability for providing vended meal services and Reimbursable Lunches to various sites and programs on a cost-reimbursement basis:

NOW THEREFORE: the parties hereto agree as follows:

### CITY SCHOOLS SHALL:

(1) Prepare and deliver Reimbursable Lunches, excluding milk, using the Santa Rosa City Schools Choice Menu to:

See Attachment A

By 11:00 a.m.

**EACH SCHOOL DAY**, including minimum days, in accordance with the number of meals requested for that day. Eating utensils, straws, and napkins will also be provided.

(2) Be responsible for meeting the nutritional standards for Reimbursable Lunches as set forth by the United States Department of Agriculture for the National School Lunch Program, and also for the quality of the lunches at the time of delivery.

(3) Pick up transport baskets from the previous day's delivery at the time of the current day's delivery.

(4) Present itemized invoice the tenth working day of each month for the previous month's deliveries.

Reimbursable breakfasts for elementary and secondary schools will be billed at one dollar and fifty cents (\$1.50) each, NOT including milk.

Reimbursable lunches will be billed at the rate of three dollars (\$3.00) each for elementary, NOT including milk, and three dollars and twenty five cents (\$3.25) each for secondary, NOT including milk.

(5) Assume all liability for proper use and protection of surplus commodities assigned to District. Commodities will only be used for the preparation of lunch meals and may not be sent to sites for snacks.

(6) Provide District with a monthly menu one week prior to the beginning of the month covered by said menu.

(7) Maintain all necessary records on the nutritional components of the lunches and the number of lunches delivered to and make said records available for inspection by the State and Federal authorities upon request.

(8) Shelf stable meals will be provided in the event your District is open on a scheduled CITY SCHOOLS holiday.

(9) CITY SCHOOLS shall charge for a minimum of fifteen (15) lunches at any given site. Fewer lunches may be received, but CITY SCHOOLS will not charge less for a regularly scheduled stop.

(10) Sack lunches can be provided for field trips with ten (10) working days' notice to the site providing lunches.

District SHALL:

(1) A. Orders must be placed by 9:30 AM two days in advance to ensure we will have the number of lunch choices available and for the efficient operation of our services. Shelf stable meals are available to purchase as a back-up supply, should you ever need additional meals.

B. Ensure that adequate storage shall be provided for the lunches from time of delivery until served to the student in accordance with Health and Safety Codes.

C. Ensure that lunches are heated to 165 degrees in accordance with Health and Safety Code #27601.

D. Ensure that an employee is available at sites each school day to verify quality and quantity of said lunches. Errors in count called in shall be the responsibility of District.

E. Ensure that lunches are delivered and served at sites approved on the District National School Lunch Agreement.

Failure to comply shall constitute sufficient reason for CITY SCHOOLS to immediately cease providing lunches under this AGREEMENT.

(2) Provide CITY SCHOOLS with school calendars. Each site shall give notice to CITY SCHOOLS Central Kitchen Manager of calendar changes. Also, notice must be given for minimum day meal requirements and any holidays not clearly indicated on the calendar. **THIS NOTICE MUST BE GIVEN TWO (2) WORKING DAYS PRIOR TO SAID SCHEDULE CHANGE.**

(3) Provide personnel to serve lunches, clean the serving and eating areas, assemble and deliver transport baskets by Santa Rosa City Schools delivery the next day.

(4) Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy students, and keep accurate records of the number of free, reduced price, paid, and adult lunches served daily.

(5) Prepare all claims for reimbursement under its own agreement number, receive and approve all free and reduced price meal applications, and maintain all necessary records to substantiate the above items.

(6) Assign to CITY SCHOOLS one hundred percent (100%) of the commodities to which District is entitled and the responsibility for proper use of such commodities. If there is a short-fall of commodities, cash-in-lieu of commodities shall be given to CITY SCHOOLS. Commodities may not be sent to school sites except as they appear on the listed menu.

(7) Pay CITY SCHOOLS within 60 days of invoice or a fee of 1% will be charged on the balance due.

(8) Order, provide, and pay for all milk served with the reimbursable lunches.

TERM

This AGREEMENT becomes effective this day July 1, 2017, and will continue until June 30, 2018. This AGREEMENT may be renegotiated and renewed as revised and agreed upon by both parties. This AGREEMENT is valid through June 30, 2018.

TERMINATION/INDEMNIFICATION

Termination

CITY SCHOOLS may terminate this AGREEMENT, with or without cause, upon 30 days' written notice to DISTRICT.

Indemnification

To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

Each party to this agreement understands and is aware that the School and College Legal Services, Sonoma County Office of Education, provides legal advice and services to each of the parties on this and other matters. Each party has no objections to the representation of the other parties by the same legal counsel.

APPROVED BY

By _____	_____
Signature	Title
_____	_____
School District/Agency	Date

APPROVED BY

CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

By _____	_____
Assistant Superintendent-Business Services	Date

Board Approved:

_____	_____
Legal Counsel	Date

ATTACHMENT A

GRAVENSTEIN UNION SCHOOL DISTRICT

Gravenstein Elementary School  
3840 Twieg Avenue  
Sebastopol, CA 95472

Hillcrest Middle School  
725 Bloomfield Road  
Sebastopol, CA 95472



Account Object Code	2013/14 Actuals	2014/15 Actuals	2015/16 Actuals	2016/17 Actuals	2017/18 Revised Budget
<b>Fund 13 - Cafeteria Fund</b>					
<b>Revenue</b>					
8200	28,256.97	25,364.12	32,149.25	31,763.02	32,000
8500	1,929.88	1,766.74	2,176.75	2,041.14	1,873
8600	37,850.76	37,279.00	45,756.27	42,218.03	41,058
8900			10,565.25	19,766.00	19,766
<b>Total for Revenue accounts</b>	<b>68,037.61</b>	<b>64,409.86</b>	<b>90,647.52</b>	<b>95,788.19</b>	<b>94,697</b>
<b>Expense</b>					
2200	17,756.75	19,262.09	22,604.38	24,774.05	24,748
3100		5.55			
3200	1,932.05	1,207.72	1,080.31	2,017.64	2,384
3300	1,358.28	1,471.18	1,696.46	1,888.99	1,897
3400		1,003.03	2,528.84	3,984.78	4,341
3500	8.94	9.71	11.09	12.39	14
3600	234.39	359.95	476.81	480.58	342
4300	44.13	704.25	981.07	270.07	909
4400	9,435.96		6,622.98	896.96	595
4700	42,510.05	42,484.30	52,832.98	57,439.05	61,662
5200		155.35	15.00	149.00	220
5800	1,786.07	1,396.89	1,936.00	1,305.87	1,440
5900			18.92		
<b>Total for Expense accounts</b>	<b>75,066.62</b>	<b>68,060.02</b>	<b>90,804.84</b>	<b>93,219.38</b>	<b>98,552</b>
<b>Total for Org 020 and Fund 13</b>					
Revenue	68,037.61	64,409.86	90,647.52	95,788.19	94,697
Expense	75,066.62	68,060.02	90,804.84	93,219.38	98,552
Calc Ending Balance	7,029.01-	3,650.16-	157.32-	2,568.81	3,855-

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AD

Account Object Code	2013/14 Actuals	2014/15 Actuals	2015/16 Actuals	2016/17 Actuals	2017/18 Revised Budget
<b>Fund 13 - Cafeteria Fund</b>					
<b>Expense</b>					
2200 Classified Supp	17,625.46	17,613.52	19,226.97	23,132.85	23,248
2220 Class Pupi Supp					1,500
2230 Class Pupi Supp	131.29	1,648.57	3,377.41	1,641.20	
3100 Benefits - Strs		5.55			
3200 Benefits - Pers	1,932.05	1,207.72	1,080.31	2,017.64	2,384
3310 Benefits - Oasd	1,100.89	1,191.78	1,374.85	1,529.63	1,536
3330 Benefits - Medi	257.39	279.40	321.61	359.36	361
3420 H & W Benefits		771.43	2,058.74	3,233.55	3,600
3430 H & W Benefits		179.77	364.85	583.10	575
3440 H & W Benefits		51.83	105.25	168.13	166
3500 Benefits - Unem	8.94	9.71	11.09	12.39	14
3600 Benefits - Work	234.39	359.95	476.81	480.58	342
4390 Other Supplies	44.13	704.25	981.07	270.07	909
4400 Equipment Betwe	9,435.96		6,622.98	896.96	595
4700 Food Purchases		5,383.50	4,753.59	3,891.05	4,900
4710 Food Purchases	42,510.05	37,100.80	48,079.39	53,548.00	56,762
5200 Travel & Confer		155.35	15.00	149.00	220
5800 Other Svcs & Op	976.38	1,329.19	1,868.29	1,232.00	1,363
5880 Other Administr	809.69	67.70	67.71	73.87	77
5950 Postage			18.92		
<b>Total for Org 020, Fund 13 and Expense accounts</b>	<b>75,066.62</b>	<b>68,060.02</b>	<b>90,804.84</b>	<b>93,219.38</b>	<b>98,552</b>

← Milk  
← food from SARCS

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# Gravenstein Union School District

## Board Policy

### Use Of School Facilities

BP 1330

### Community Relations

\*\*\*Note: Education Code 38133 mandates that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club use of school facilities for after-school meetings because of the religious nature of the meetings. \*\*\*

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

\*\*\*Note: Pursuant to Education Code 38133, the Board is mandated to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities. \*\*\*

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)  
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

\*\*\*Note: The following paragraph is optional and may be modified to reflect district practice.  
\*\*\*

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

\*\*\*Note: The following optional paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements. Any district interested in entering into any such agreement is also encouraged to review CSBA's policy brief Maximizing Opportunities for Physical Activity Through Joint Use of Facilities and CSBA's publication Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement for tips regarding successful collaboration, information about funding sources for joint use, suggested components of joint use agreements, model agreements, and additional resources. \*\*\*

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

## **Fees**

\*\*\*Note: Education Code 38134 authorizes districts to charge an amount "not exceeding" direct costs for the use of school facilities or grounds by community groups and entities. Pursuant to 5 CCR 14041, as added by Register 2014, No. 19, the Board is required to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds), when the district chooses to charge fees for community use of

school facilities and grounds. \*\*\*

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

\*\*\*Note: In addition, Education Code 38134 mandates each district to adopt a policy specifying the activities and organizations that shall be charged an amount not to exceed direct costs. 5 CCR 14037-14041, as added by Register 2014, No. 19, contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. \*\*\*

\*\*\*Note: The options below provide suggestions on how districts that choose to charge up to direct costs may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit groups organized to promote youth and school activities but charge other groups an amount "not exceeding" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only. \*\*\*

\*\*\*Note: However, regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below. \*\*\*

**OPTION 1: (Amount not exceeding direct costs to all community groups)**

The Board believes that the use of school facilities or grounds should not result in costs to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134) The Gravenstein Magnet Program Foundation and Gravenstein Schools Foundation shall be exempt from fees.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

In determining direct costs to be charged for community use of each, or each type of, school facility or grounds, the Superintendent or designee shall calculate, in accordance with 5 CCR 14038, the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

However, capital direct costs shall not be charged to organizations retained by the district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)

(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

\*\*\*Note: The following optional paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041, added by Register 2014, No. 19. \*\*\*

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

\*\*\*Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity. \*\*\*

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

### **Expending Funds Collected as Capital Direct Costs**

\*\*\*Note: Pursuant to 5 CCR 14042, added by Register 2014, No. 19, funds collected as capital direct costs must be expended as specified in the following optional paragraph. \*\*\*

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Legal Reference:  
EDUCATION CODE  
10900-10914.5 Community recreation programs  
32282 School safety plan

37220 School holidays  
38130-38138 Civic Center Act, use of school property for public purposes  
BUSINESS AND PROFESSIONS CODE  
25608 Alcoholic beverage on school premises  
GOVERNMENT CODE  
54950-54963 The Ralph M. Brown Act  
MILITARY AND VETERANS CODE  
1800 Definitions  
CODE OF REGULATIONS, TITLE 5  
14037-14042 Proportionate direct costs for use of school facilities and grounds  
UNITED STATES CODE, TITLE 20  
7905 Equal access to public school facilities  
COURT DECISIONS  
Good News Club v. Milford Central School, (2001) 533 U.S. 98  
Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384  
Cole v. Richardson, (1972) 405 U.S. 676  
Connell v. Higgenbotham, (1971) 403 U.S. 207  
ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167  
Ellis v. Board of Education, (1945) 27 Cal.2d 322  
ATTORNEY GENERAL OPINIONS  
82 Ops.Cal.Atty.Gen. 90 (1999)  
79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief,  
February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community  
Engagement, 2009

WEB SITES

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

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

(11/06 4/13) 8/14

**ADOPTED: November 9, 2005  
September 10, 2008  
February 12, 2014  
January 14, 2015**

**GRAVENSTEIN UNION SCHOOL DISTRICT  
Sebastopol, California**





# Gravenstein Union School District

## Administrative Regulation

### Use Of School Facilities

AR 1330

### Community Relations

\*\*\*Note: The following administrative regulation is mandated for the management, direction, and control of school facilities, pursuant to Education Code 38133.\*\*\*

#### Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

\*\*\*Note: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (ACLU v. Board of Education of City of Los Angeles). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.\*\*\*

\*\*\*Note: Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (ACLU v. Board of Education), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (Connell v. Higgenbotham; Cole v. Richardson). The accompanying Exhibit provides a sample "Facilities Use Statement." The following paragraph is optional.\*\*\*

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

#### Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

\*\*\*Note: An Attorney General Opinion (79 Ops.Cal.Atty.Gen. 248 (1996)) found unconstitutional the section of Education Code 38131 which provides that a board may grant the use of school facilities to a



religious group to conduct services only when the religious group has no other suitable meeting place. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge. Therefore, a district should consult legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus, legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.\*\*\*

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

(cf. 1020 - Youth Services)

\*\*\*Note: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.\*\*\*

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the

Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

\*\*\*Note: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Governing Board.\*\*\*

10. Other purposes deemed appropriate by the Governing Board

### Restrictions

\*\*\*Note: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In *Good News Club v. Milford Central School*, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.\*\*\*

\*\*\*Note: Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with legal counsel before doing so.\*\*\*

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

\*\*\*Note: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. If desired, those restrictions should be included here. The following paragraph is optional.\*\*\*

The district may exclude certain school facilities from non-school use for safety or security reasons.

## Damage and Liability

\*\*\*Note: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following optional paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.\*\*\*

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

\*\*\*Note: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.\*\*\*

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

\*\*\*Note: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require "non-youth-related groups" to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult legal counsel.\*\*\*

\*\*\*Note: Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.\*\*\*

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(3/04 11/06) 4/13

Adopted: November 9, 2005  
September 10, 2008  
February 12, 2014

GRAVENSTEIN UNION SCHOOL DISTRICT  
Sebastopol, CA



Salary Schedule 1N30 - Nurse

ANNUAL RATES

05/01/2017 - Open (Effective 07/01/2016)	
1	68,526.00
2	75,379.00

91

Basis	.00	Anniversary Movement	0	Max Column	Created	WILHOLDEN, May 15 2017 9:57AM
Pay Prd %	No	# of Columns	0	Max Row	Edited	WILHOLDEN, Jul 26 2017 12:12PM
Retro Enabled	Yes	# of Rows	0			

Board Approved 5-10-2017 Retro Inc of 3.25%

Selection Grouped by SalarySchedId

ESCAPE ONLINE

**EMPLOYMENT AGREEMENT**

**Elementary Principal Contract**

**THIS AGREEMENT is made this** June 14, 2017, by and between the Governing Board of the Gravenstein Union School District (“District” or “Board”) and Kerilee Pugno (“Principal”). It is understood that the use of the term Principal, as used herein, includes the duties of Principal.

1. Term. District hereby employs Principal for a period of two (2) years, beginning July 1, 2017 and terminating on the 30th of June, 2019, subject to the terms and conditions set forth below.

2. Salary. For the first year of this Agreement the Principal’s salary shall be at the annual rate of \$95,326 payable in twelve (12) monthly payments (based on the Board approved Elementary Principal Salary Schedule .6 FTE at step 4, and the Certificated Teachers Salary Schedule .4 FTE at step 20, column 4). After twelve (12) months of this Agreement the Superintendent will evaluate Principal using an evaluation method form that is developed and mutually agreed upon by the Superintendent and the Principal. If at the end of the first year of service, the Principal’s overall performance is rated by the Superintendent as meeting or exceeding the job requirements, an increase will be made not exceeding the cost of living increase granted to the certificated employees of the Gravenstein Union School District and move to the next step on the Board approved Elementary Principal Salary Schedule.

The Board reserves the right to change the Principal’s salary for any year of this contract with the mutual written consent of the Principal and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. Principal's Duties. The Principal is employed as Principal and shall perform the duties of School Principal as prescribed by the laws of the State of California and the District's job description for the Principal, if any.

4. Evaluation. The Superintendent may evaluate and discuss the performance of the Principal at any time during the term of this Agreement. If the Superintendent determines that the performance of the Principal is unsatisfactory, the Superintendent shall communicate his/her evaluation to the Principal. If the Superintendent evaluates the Principal in writing, the written evaluation shall be delivered to the Principal and a copy of the evaluation shall be placed in the Principal's personnel file. The Principal shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation. The Principal's written comments shall be filed with the evaluation in a sealed envelope in the Principal's personnel file and marked "Confidential to be Opened by Authorized Personnel Only."

The Superintendent shall, if requested by the Principal, meet and discuss the contents of the evaluation with the Principal within a reasonable time after the Principal has heard or received the evaluation. Evaluation of the Principal shall only be discussed with the Board in closed session.

Adjustments of the Principal's compensation package shall be based on appropriate cost-of-living adjustment and may include merit adjustment after annual review of performance.

5. Termination of Contract.

a. Mutual Consent. This Agreement may be mutually changed with the consent of the District and the Principal on thirty (30) days written notice.

b. Nonrenewal of Agreement by the District. The Governing Board may elect not to renew this Agreement at the completion of the Agreement for any reason or no



reason by providing written notice to the Principal prior to March 15 of the final year of service. The Superintendent shall inform each member of the Board of this notice requirement not later than February 1.

c. Termination of Status as a Certificated Employee. The Principal's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law. This contract is a promotion, Principal will have fall back rights to a teacher position.

d. Termination as Principal for Cause. The Principal's status as Principal and all of the Principal's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; and grounds enumerated in the Education Code; or the Principal's failure to perform his/her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Principal's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds for termination has first been served upon the Principal. The Principal shall then be entitled to a conference with the Board and Superintendent at which time the Principal shall be given a reasonable opportunity to address the Board's concerns. The Principal shall have the right to have a representative of his or her choice at the conference with the Board. The conference with the Board shall be the Principal's exclusive right to any hearing otherwise required by law.

e. Termination as Principal Without Cause. The Principal's status as Principal and all of the Principal's rights under this Agreement may be terminated by the Board, by a vote of at least four board members, at any time during the first two (2) years of the contract.

6. Medical Exam. In light of the unique nature of the professional duties of Principal, Principal agrees to have a periodic physical examination as requested by the Board, at district expense. The examination shall be conducted by a licensed physician selected by Principal. The physician shall provide the Board with a written statement limited solely to the physician's determination of the continued fitness of Principal to perform the duties required under the Agreement, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Principal to submit to a fitness for duty exam at any time, or as otherwise pennitted by law.

7. Fringe Benefits. The Principal shall be entitled to receive the same District-paid health, dental, and vision benefits as provided to other employees of the District. The District will pay for health, dental, and vision benefits for the Principal and qualified dependents up to the same monthly caps in place for other District employees. The Principal shall pay any monthly premium that exceeds the District's contribution (by payroll deduction unless requested otherwise).

8. Expense and Mileage. The Principal is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Principal for this vehicle requirement, the Principal shall be entitled to an amount equal to IRS limit for reasonable transportation expenses incurred for travel within the District required by the Principal's employment. It is understood that no reimbursement shall be made for commuting to and from the Principal's residence and the District work site. Reimbursement for required school related travel outside the District will be paid for in accordance with the terms of this Agreement and Board policy.

9. Sick Leave. The Principal shall be allocated twelve (12) days of sick leave annually. It is understood that Principal may transfer accumulated sick leave from his or her former certificated employment as authorized by Education Code 44982.

10. Work Year. The Principal shall be required to render 210 days of full and regular service to the District during each annual period covered by this Agreement.

11. Professional Meetings and Membership. The Principal is expected to attend appropriate professional meetings at local, state and national levels and to periodically report to the Board his appraisal of such meetings. Prior approval of the Superintendent shall be obtained when the Principal attends a function outside of the District. The District shall pay for Principal's membership in the Association of California School Administrators (ACSA).

12. General Provisions.

a. Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Sonoma County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. No Assignment. The Principal may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Seniority. The Principal shall be considered a school site administrator for the purpose of Education Code Section 44956.5.

e. Modification. This Agreement cannot be changed or supplemented orally.

It may be modified or superseded only by a written instrument executed by both of the parties.

f. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

To the extent applicable, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.

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President of the Board of Trustees

**ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

I hold legal and valid administrative and teaching credentials each of which is or will be recorded in the Office of the Superintendent of Schools of Sonoma County before receipt of my first payroll warrant and I agree to maintain valid and appropriate credentials to act as Principal throughout the life of this Agreement. I further certify that I meet the qualifications of Education Code Section 35028 and that I have read the entire offer of employment.

Dated: June 14, 2017

By: 



## EMPLOYMENT AGREEMENT

### Middle School Principal Contract

**THIS AGREEMENT is made this 14<sup>th</sup>** day of July, 2017, by and between the Governing Board of the Gravenstein Union School District (“District” or “Board”) and David Fichera (“Principal”). It is understood that the use of the term Principal, as used herein, includes the duties of Principal.

1. Term. District hereby employs Principal for a period of two (2) years, beginning August 1, 2017 and terminating on the 30th of June, 2019, subject to the terms and conditions set forth below.

2. Salary. For the first year of this Agreement the Principal’s salary shall be at the annual rate of \$100,866 payable in twelve (12) monthly payments (based on the Board approved Elementary Principal Salary Schedule for 1.0 FTE at step 6 and prorated in the first year to reflect the start date of August 1<sup>st</sup>, 2017. After twelve (12) months of this Agreement the Superintendent will evaluate Principal using an evaluation method form that is developed and mutually agreed upon by the Superintendent and the Principal. If at the end of the first year of service, the Principal’s overall performance is rated by the Superintendent as meeting or exceeding the job requirements, an increase will be made not exceeding the cost of living increase granted to the certificated employees of the Gravenstein Union School District and move to the next step on the Board approved Elementary Principal Salary Schedule.

The Board reserves the right to change the Principal’s salary for any year of this contract with the mutual written consent of the Principal and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.



3. Principal's Duties. The Principal is employed as Principal and shall perform the duties of School Principal as prescribed by the laws of the State of California and the District's job description for the Principal, if any. An additional stipend will of \$2,400 per year will be given for forty hours of additional work in the area of District Communications/IT, e.g. District/School Facebook pages; Instagram; IT Support; etc. This stipend will be paid in 12 equal monthly payments of \$200.00.

4. Evaluation. The Superintendent may evaluate and discuss the performance of the Principal at any time during the term of this Agreement. If the Superintendent determines that the performance of the Principal is unsatisfactory, the Superintendent shall communicate his/her evaluation to the Principal. If the Superintendent evaluates the Principal in writing, the written evaluation shall be delivered to the Principal and a copy of the evaluation shall be placed in the Principal's personnel file. The Principal shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation. The Principal's written comments shall be filed with the evaluation in a sealed envelope in the Principal's personnel file and marked "Confidential to be Opened by Authorized Personnel Only."

The Superintendent shall, if requested by the Principal, meet and discuss the contents of the evaluation with the Principal within a reasonable time after the Principal has heard or received the evaluation. Evaluation of the Principal shall only be discussed with the Board in closed session.

Adjustments of the Principal's compensation package shall be based on appropriate cost-of-living adjustment and may include merit adjustment after annual review of performance.

5. Termination of Contract.

- a. Mutual Consent. This Agreement may be mutually changed with the consent of the District and the Principal.
- b. Nonrenewal of Agreement by the District. The Governing Board may elect not to renew this Agreement at the completion of the Agreement for any reason or no reason by providing written notice to the Principal prior to March 15 of the final year of service. The Superintendent shall inform each member of the Board of this notice requirement not later than February 1.
- c. Termination of Status as a Certificated Employee. The Principal's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law.
- d. Termination as Principal for Cause. The Principal's status as Principal and all of the Principal's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; and grounds enumerated in the Education Code; or the Principal's failure to perform his/her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Principal's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds for termination has first been served upon the Principal. The Principal shall then be entitled to a conference with the Board and Superintendent at which time the Principal shall be given a reasonable opportunity to address the Board's concerns. The Principal shall have the right to have a representative of his or her choice at the conference with the Board. The conference with the Board shall be the Principal's exclusive right to any hearing otherwise required by law.
- e. Termination as Principal Without Cause. The Principal's status as Principal and all of the Principal's rights under this Agreement may be terminated by the Board,

by a vote of at least four board members, at any time during the first two (2) years of the contract.

6. Medical Exam. In light of the unique nature of the professional duties of Principal, Principal agrees to have a periodic physical examination as requested by the Board, at District expense. The examination shall be conducted by a licensed physician selected by Principal. The physician shall provide the Board with a written statement limited solely to the physician's determination of the continued fitness of Principal to perform the duties required under the Agreement, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Principal to submit to a fitness for duty exam at any time, or as otherwise permitted by law.

7. Fringe Benefits. The Principal shall be entitled to receive the same District-paid health, dental, and vision benefits as provided to other employees of the District. The District will pay for dental and vision benefits for the Principal and qualified dependents up to the same monthly caps in place for other District employees. The District will pay for health benefits for the Principal and qualified dependents with a monthly caps in place of \$1,100 for employee only, \$1,200 for employee plus one, and \$1,300 for employee plus family. The Principal shall pay any monthly premium that exceeds the District's contribution (by payroll deduction unless requested otherwise).

8. Expense and Mileage. The Principal is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Principal for this vehicle requirement, the Principal shall be entitled to an amount equal to IRS limit for reasonable transportation expenses incurred for travel required by the Principal's

employment. It is understood that no reimbursement shall be made for commuting to and from the Principal's residence and the District work site.

9. Sick Leave. The Principal shall be allocated twelve (12) days of sick leave annually. It is understood that Principal may transfer accumulated sick leave from his or her former certificated employment as authorized by Education Code 44982.

10. Work Year. The Principal shall be required to render 210 days of full and regular service to the District during each annual period covered by this Agreement.

11. Professional Meetings and Membership. The Principal is expected to attend appropriate professional meetings at local, state and national levels and to periodically report to the Board his appraisal of such meetings. Prior approval of the Superintendent shall be obtained when the Principal attends a function outside of the District. The District shall pay for Principal's membership in the Association of California School Administrators (ACSA).

12. General Provisions.

a. Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Sonoma County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. No Assignment. The Principal may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Seniority. The Principal shall be considered a school site administrator for the purpose of Education Code Section 44956.5.

e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

f. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

To the extent applicable, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.




\_\_\_\_\_  
President of the Board of Trustees

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

I hold legal and valid administrative and teaching credentials each of which is or will be recorded in the Office of the Superintendent of Schools of Sonoma County before receipt of my first payroll warrant and I agree to maintain valid and appropriate credentials to act as Principal throughout the life of this Agreement. I further certify that I meet the qualifications of Education Code Section 35028 and that I have read the entire offer of employment.

Dated: 

By: 8/1/17



# Gravenstein Union School District

## Board Bylaw

### Filling Vacancies

BB 9223

### Board Bylaws

#### Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)
6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
  - a. Upon district business with the approval of the Board
  - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days



\*\*\*Note: AB 334 (Ch. 54, Statutes of 2011) amended Government Code 1064 to authorize the Governing Board to extend an out-of-state absence for an unlimited duration when the absence is due to illness or other urgent necessity. \*\*\*

In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

\*\*\*Note: Board members forfeit office and, in some cases, are disqualified from holding public office upon conviction of designated crimes as specified in the Constitution and various other state laws. Examples of crimes that result in forfeiture of office include, but are not limited to, convictions for felonies, offenses that involve a violation of official duties, bribery, selling appointments, intoxication in the discharge of official duties, misuse of public funds, conflict of interest violations, and a false claim of receipt of any military decoration or medal. \*\*\*

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)
9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

(cf. 9224 - Oath or Affirmation)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)
12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

\*\*\*Note: Pursuant to Education Code 5090, a vacancy is declared when there has been a "failure to elect," meaning that the County Registrar of Voters has determined that an election will not be held because either no candidate or an insufficient number of candidates have filed to run for a Board seat(s). Education Code 5328 authorizes the Board to make an appointment in such circumstances. \*\*\*

13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

### **Timelines for Filling a Vacancy**

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

\*\*\*Note: Pursuant to Education Code 5091, when a vacancy occurs or when a deferred resignation has been filed four or more months before the end of a Board member's term, the Board shall take action, as specified below. In the event that the Board fails to make a provisional appointment or order an election within 60 days, the County Superintendent of Schools must call an election to fill the vacancy. \*\*\*

2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)
3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

### **Eligibility**

\*\*\*Note: Persons applying or nominated for a Board position must meet the legal qualifications for Board members as detailed in Education Code 35107. Education Code 35107 also provides that a district

employee appointed or elected to the Board must resign his/her employment before being sworn in or have his/her employment automatically terminated upon being sworn into office. See BB 9220 - Governing Board Elections. \*\*\*

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

(cf. 9220 - Governing Board Elections)

### **Provisional Appointments**

\*\*\*Note: The Board is authorized to make a provisional appointment to fill a vacancy pursuant to item #2 in the section above entitled "Timelines for Filling a Vacancy." The law does not specify procedures for making provisional appointments for vacancies caused by reasons other than a failure to elect; however, such procedures must comply with the requirements of the Brown Act (Government Code 54950-54963). Secret ballots are prohibited by Government Code 54953. \*\*\*

\*\*\*Note: The following optional paragraph should be modified to reflect district practice. See CSBA's publication Filling a Board Vacancy for additional information about provisional appointments, including sample questions for interviewing and evaluating candidates. \*\*\*

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

(cf. 9130 - Board Committees)  
(cf. 9323.2 - Actions by the Board)

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election

pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

### **Appointment Due to Failure to Elect**

\*\*\*Note: The following procedure applies when an appointment is being made because of a failure to elect pursuant to Education Code 5090, 5326, and 5328 (item #13 in section entitled "Events Causing a Vacancy" above). \*\*\*

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

(cf. 9100 - Organization)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

#### Legal Reference:

##### EDUCATION CODE

- 5000-5033 Elections
- 5090-5095 Vacancies
- 5200-5208 Districts governed by boards of education
- 5300-5304 Elections
- 5320-5329 Order and call of election
- 5340-5345 Consolidation of elections
- 5360-5363 Election notice
- 5420-5426 Cost of elections
- 5440-5442 Miscellaneous provisions, elections
- 35107 Eligibility of board members
- 35178 Resignation with deferred effective date

ELECTIONS CODE

10600-10604 School district elections

11381-11386 Candidates for recall

GOVERNMENT CODE

1064 Absence from state

1770 Vacancies: definition

3000-3003 Forfeiture of office

3060-3075 Removal other than by impeachment

6061 One time notice

54950-54963 The Ralph M. Brown Act

PENAL CODE

88 Bribery, forfeiture from office

UNITED STATES CODE, TITLE 18

704 Military medals or decorations

ATTORNEY GENERAL OPINIONS

58 Ops.Cal.Atty.Gen. 888 (1975)

Management Resources:

CSBA PUBLICATIONS

Filling a Board Vacancy, rev. December 2010

WEB SITES

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

California State Attorney General's Office, Quo Warranto Applications:

[http://ag.ca.gov/opinions/quo\\_warranto.php](http://ag.ca.gov/opinions/quo_warranto.php)

(11/04 11/08) 11/11

**Adopted: 3/11/2004**

**Revised: 6/11/2014**

**GRAVENSTEIN UNION SCHOOL DISTRICT**

**Sebastopol, California**

## Bylaws of the Board

### RESIGNATION

BB 9222

A Governing Board member who wishes to resign may do so by filing a written resignation with the County Superintendent of Schools. (Education Code 5090)

A copy shall be given to the Board secretary.

The written resignation is effective when filed, except when a deferred effective date is specified in the resignation. (Education Code 5090)

A board member may not defer the effective date of his/her resignation for more than 60 days after filing. (Education Code 5091)

A written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable upon being filed. (Education Code 5090)

Upon resignation, the Board member may continue to exercise all his/her powers, save that of voting for a successor, until the effective date of resignation. (Education Code 35178)

Note: When leaving office the Board member is required to file a financial disclosure statement within 30 days. See E 9270 - Conflict of Interest.

*(cf. 9270 - Conflict of Interest)*

Legal Reference:

EDUCATION CODE

5090 Definition (vacancy) 5091 Special Election

351 78 Resignation with deferred effective date

Adopted: 3-11-04

GRAVENSTEIN UNION SCHOOL DISTRICT  
Sebastopol, California

114

**RECRUITING NEW BOARD MEMBERS**

In order to draw Governing Board member candidates from the widest possible number of interested, active, well-informed citizens, the Superintendent or designee shall publicize widely all public Board meetings, committee openings, and community-related school events and shall encourage the participation of parents/guardians and members of the professional and business community in these activities.

The Superintendent or designee shall publicize school Board elections well in advance so that prospective Board candidates will have time to investigate the responsibilities of Board membership and comply with legal requirements.

*(cf. 9220 - Governing Board Elections)*

**Adopted: 3-11-04**

**GRAVENSTEIN UNION SCHOOL DISTRICT  
Sebastopol, California**







# Student/Parent Handbook

2017-2018 School Year

[www.grav.k12.ca.us](http://www.grav.k12.ca.us)

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

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

**Jennifer Schwinn, Superintendent**  
Gravenstein Union School District  
District Website: [www.grav.k12.ca.us](http://www.grav.k12.ca.us)

**Gravenstein Union District Office**  
3840 Twig Avenue  
Sebastopol, CA 95472

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

**Hillcrest Middle School**  
725 Bloomfield Road  
Sebastopol, CA 95472

**Dear Students:** Welcome to the 2017-2018 school year! This student planner also serves as a student handbook containing information you will need to know to help you have a successful year at school. It is also an organizational tool to help you keep track of your assignments and homework. Should you have questions or concerns, please feel free to contact your teacher. Here's looking forward to a wonderful 2017-2018 school year!

**GENERAL INFORMATION**

**BOARD OF TRUSTEES**

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

DISTRICT OFFICE-----823-7008  
Fax-----823-2108  
Web Site: [www.grav.k12.ca.us](http://www.grav.k12.ca.us)

Jennifer Schwinn, District Superintendent  
[jschwinn@grav.k12.ca.us](mailto:jschwinn@grav.k12.ca.us)

Wanda Holden, Chief Business Officer  
Eva Atwell-Perez, Accounts Payable Clerk

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

Keri Pugno, Gravenstein Principal  
Renee Lott, Gravenstein Secretary/District Secretary  
Maria Fagundes, Gravenstein Campus Food Service

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

David Fichera, Hillcrest Principal  
Amy Gloeckner, Hillcrest Secretary  
Christine Bartl, Hillcrest Campus Food Service

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

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

## TEACHING STAFF

### **HILLCREST MIDDLE SCHOOL**

Grade 6 - Dan Dexter  
 Grade 6 - Allison Rich  
 Grade 6 - Linda Helton  
 Grade 6 - Elizabeth Kinman  
 7<sup>th</sup> and 8<sup>th</sup> Science - Sergio Blanco  
 8<sup>th</sup> Language Arts & Soc. Studies - David Cole  
 7<sup>th</sup> Language Arts & Soc. Studies - Julia Garson  
 7<sup>th</sup> and 8<sup>th</sup> Math - Jackie Jex-Lewis  
 7<sup>th</sup> and 8<sup>th</sup> Math/Music- April McDonald  
 Grade 7 - John Collins  
 Grade 7 - Adam Stopeck  
 Grade 8 - Heather Johnson  
 Grade 8 - Kelly Sporrer  
 Computer Lab - Matthew McDowell  
 Band and Music - Nick Pulley  
 Spanish - Kim Hawkins  
 Spanish – David Canfield  
 6/7/8 Physical Education/Health - George Sotiras  
 6/7/8 Physical Education/Health - Matthew McDowell  
 Learning Lab/ Special Education - Bernadette Prunetti-Jones

**COMMUNITY DAY SCHOOL** - Kevin Parsons

### **MAINTENANCE/CUSTODIAL**

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

### **LIBRARY/ INSTRUCTIONAL/DAYCARE/LUNCH SUPPORT**

Anita Dannenbring, Kelly Peters, Cordelia Kritz, Evan Clinton,  
 Christine Bartl, Jennifer Poncey, Karen Howarth,  
 Christopher Trusendi, Heather Castor

### **GRAVENSTEIN ELEMENTARY SCHOOL**

Grade Transitional Kindergarten - Stephanie Tomsky  
 Grade Kindergarten - Beth Trivunovic  
 Grade Kindergarten - Kate Crandall  
 Grade Kindergarten - Kory Briggs  
 Grade TK/Kindergarten - Sally Redfern  
 Grade 1 - Deborah Candau  
 Grade 1 – Kelley Lannon  
 Grade 1 - Michelle Dellosa  
 Grade 1 - Kadie Clement  
 Grade 2 - Shannon DeBolt  
 Grade 2 - Nicole Basque  
 Grade 2 - Michelle Sprinkle  
 Grade 2 - Aimee Otterson  
 Grade 3 - Beth Haas  
 Grade 3 – Alicia Barrera  
 Grade 3 - Vanessa Nordstrom  
 Grade 3 - Suzi Mattish  
 Grade 4 - Allie Brown  
 Grade 4 – Lynn Martinez  
 Grade 4 - Petria Sully  
 Grade 4 – Marianne Davis  
 Grade 5 - Christina Urmini  
 Grade 5 – Ani Hansen  
 Grade 5 – Alexis Grimm  
 Special Education / Learning Lab - Barbara A. Oakley  
 Title 1/Learning Lab - Patti Carlson  
 Spanish - Kim Hawkins  
 Band and Music - Nick Pulley  
 PE – Tara Fluitt  
 Tracy Evans, District Speech Therapist  
 Ann Wilson, RN M.S. District Nurse  
 Jack Correia, School Psychologist

### **BEYOND THE BELL (Daycare Program)**

Director- TBD

### **2017-2018 Information**

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

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

Coaches interested in supporting Hillcrest Middle School's after-school athletics program (including volunteer coaches) must have current First Aid and CPR certifications and be fingerprinted through the Gravenstein Union School District Office. Coaches must also complete specific coaches' training at their own expense. For information on coaches' training see the principal or athletic

director. Parents or guardians who drive students, other than their own, to or from games must meet the Gravenstein Union School District's requirements for insurance. Forms are available in the school office.

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

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

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

## GRAVENSTEIN BELL SCHEDULE

### Regular Day Schedule

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

### Early Release Day Schedule – 8-24, 9-14, 9-28, 10-12, 10-26, 11-9, 12-14, 1-25, 2-8, 2-22, 3-8, 3-22, 4-26, 5-10, 5-30

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

### Bell Schedule for Hillcrest Traditional Program

Regular Day 8:45 AM – 3:05 PM  
 Early Release Days 8:45 AM – 1:15 PM

### Bell Schedule for Hillcrest ENRICH! Magnet Program

Regular Day 8:30 AM – 3:30 PM  
 Early Release Days 8:30 AM – 1:00 PM

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

**Bus Fees:** The fees for the 2017-18 school year are as follows--1<sup>st</sup> child \$50.00 per trimester, 2<sup>nd</sup> child \$40.00 per trimester, 3<sup>rd</sup> child \$25.00 per trimester and 4<sup>th</sup> child is free.

**Cell Phones/Electronics:** Cell phones and personal electronics for students are not allowed at school except with parent request and administrative written approval. Even when an exception is granted - cell phones are not to be seen or used in the classroom or around campus. They are **NOT** to be turned on or brought out during school hours. **Violation of this rule will end the allowance of the cell phone to be on campus at any time.** Personal electronics (portable game players, iPods, MP3 players, e-readers, etc.) are **NOT** allowed at school. In the event the above mentioned items are brought to school, the school is **NOT** responsible for the loss/damage to any of the above mentioned items. Also, **the school office and classroom phones** are to be used for school business only. Calls to parents to arrange for social plans are not allowed. (Education Code 48901.5)

**Chromebooks:** All students in grades 2-8 have a class set of Chromebooks (laptop) to use in their classroom. Grades K-1 will have a 1:2 ratio. See more information listed under Technology.

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

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

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

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

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

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

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



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

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

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

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

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

**Unsafe:**

Inappropriate shoes (for Physical Education or playground) or no shoes  
Oversized pants/shorts (must fit at waist without a belt)

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

Clothing or personal articles displaying references such as tobacco, alcoholic beverages, marijuana, etc.  
Any clothing or articles considered gang-related (with guidance from law enforcement) such as bandanas, hairnets, chain accessories, slippers, etc.

**Disruptive, Provocative or Revealing:**

Clothing considered undergarments  
Clothing exposing undergarments  
Clothing exposing midriff, upper torso, etc., halter tops (exposing front or back) and swimwear  
Shorts or skirts that are too short (administrative determination)

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

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

- 1) Maintain a minimum 2.0 overall Grade Point Average during your eighth grade year. Students with special needs will be evaluated individually through the school's Student Study Team or the I.E.P. process.
- 2) Have attended at least 85% of the total school days for the year. Home teaching or an Independent Study Program shall constitute attendance. For special circumstances, an administrative exception may be granted if a student has a doctor's

verification of illness and/or assigned work is completed.

- 3) Discipline issues may eliminate a student's ability to participate in Graduation activities as determined by administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Fund Raising:** Gravenstein Schools Foundation (GSF) is a very active group dedicated to enhancing every child's school experience. This parent/teacher group raises funds to help the schools, among many other activities. Every parent and interested citizen is urged to join and participate in GSF. The Magnet Program Foundation (MPF) raises funds and provides parent support for the ENRICH! Program.

**GATE Programs:** We have three Gifted and Talented Education (GATE) programs in the district. An accelerated math program is an option at the 7th and 8<sup>th</sup> grade level. The ENRICH! program (K-8) offers accelerated academic placements and enrichment opportunities throughout an extended school day. Lastly, there are additional lunch-time GATE activities in Language Arts and Math for all students in grades 3-8 that qualify based on GATE and/or state testing scores. For questions regarding Gravenstein programs, please contact Principal Keri Pugno for further information. For questions regarding Hillcrest programs, please contact Principal David Fichera for further information.

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

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

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

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

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

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

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

**Honors at Assemblies, Eighth Grade Graduation Dinner and Graduation:** During trimester award assemblies, students are recognized for academic achievement (grade 4-8 Honor Roll), attendance and/or citizenship (at Hillcrest). At Hillcrest Middle



School subject awards are also given out at the trimester award assemblies. Eighth grade students who have maintained their Honor Roll status for three full years or who have distinguished themselves in other ways will be recognized at the Eighth Grade Graduation Dinner and at the Graduation Ceremony.

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

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

**Independent Study:** Now that most of our school classes are under charter conversion laws, **an independent study may be requested for any day a student will be absent.** The student may be counted in attendance by state regulations if an independent study is requested ahead of time and the assigned work is completed in the designated time. The request should be made to the school office or teacher as soon as you are aware your child will be absent. Because Hillcrest students have several teachers, at least one week notice is required to gather work. Gravenstein teachers can sometimes make faster accommodations for families, but one week notice is also preferred at the elementary level. **Please contact an administrator for the Independent Study if you need assistance with your request.** Please check the district website at [www.grav.k12.ca.us](http://www.grav.k12.ca.us) for Board Policy/Administrative Regulation 6158 Independent Study.

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

**Lunch Fees:** Lunch is available to be purchased at Gravenstein Elementary and Hillcrest Middle School. **Students are not allowed to “charge” a lunch and will not be able to order a lunch until the account is paid in full.** All lunches include milk. The price of a lunch at the time of this publication is **\$4.50**. Milk purchased a la carte is **\$0.50**.

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

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

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

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

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

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

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

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

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

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

**Rules and Discipline Procedures:**

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

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

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

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

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

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

**STANDARDS OF BEHAVIOR - GROUNDS FOR TEMPORARY REMOVAL OR REMOVAL**

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

4. Unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm. Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal Code section 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code section 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purposes of preventing that student from being a witness and/or retaliating against that student for being a witness.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in, or attempted to engage in, hazing. Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.
18. Made terrorist threats against school officials and/or school property,  
A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.
19. Engaged in "bullying" which means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in paragraphs 20, 21, or 22, below, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
  - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
  - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
  - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

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

  - (A) A message, text, sound, or image.
  - (B) A post on a social network Internet Web site including, but not limited to:
    - (1) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed above.
    - (2) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above.

"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - (3) Creating a false profile for the purpose of having one or more of the effects listed above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

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

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

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

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

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

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

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

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

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

#### **SCHOOL OR SCHOOL ACTIVITIES**

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

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

#### **Sexual Harassment:**

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

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

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

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

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

**Supplies and Textbooks:** Fourth through eighth grade students at Gravenstein and Hillcrest students will use Assignment Planners. The school supplies all mandatory supplies. Any family purchase of supplies is voluntary - not mandatory. Students are