

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD
MEETING AGENDA
Gravenstein School, Rm. 13

Wednesday, May 9, 2018
5:00 PM

I. CALL TO ORDER

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Jennifer Koelemeijer
Steven Schwartz

II. PUBLIC COMMENTS

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

III. REPORTS, AND ORAL COMMUNICATIONS

- A. Gravenstein Union Teachers' Association
- B. School Site Council
 - I. Seeking Parent reps
 - II. LCAP underway
- C. GSF/MPF
 - I. A big "thank you" to GSF and MPF for their week of staff appreciation goodies, plants, signs, and more! Our staff was so grateful for all the acts of kindness from our parents.
- D. Trustee Reports
- E. Facilities Report
 - I. Phase 3 –Gravenstein modernization update
 - 1. Gym & kitchen, Learning Lab, Staff Restrooms
 - II. Hillcrest Middle School Improvement Project update
 - 1. Increment #1: Transformer/electrical system, ADA access to field
 - 2. Increment #2 solar parking shelter
 - III. Gravenstein Elementary solar project
 - IV. Report on additional planned maintenance projects for summer of 2018
 - V. STREAM Lab at Hillcrest
 - VI. Purchase new tables for TK/K/1st Grade classrooms
- F. Hillcrest Principal Report
 - I. Report on active shooter training via Sheriff Dept & RESIG
 - II. Feedback on curriculum adoption
- G. Gravenstein Principal Report

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- I. Feedback on curriculum adoption
- II. Pick up & Drop off times and procedures for 2018-19
- III. Summer School update: 1-3rd grade Academic Support & Kindergarten Blast Off!

H. CBO Report

- I. Restart Grant – Fire recovery grant
- II. Update on modernization funding with Jack Schreder & Associates

I. Superintendent Report

- 1. Annual Board Calendar Template
- 2. 2017-18 Enrollment
- 3. 2018-19 Enrollment Forecast
- 4. Transportation JPA Update
- 5. 2017-18 calendar end-of-year events (May)
- 6. Safety Plan Update
 - 1. Received Threat Assessment training via RESIG
 - 2. Window covering bids
 - 1. Trial installation May 2018
 - 2. Full installation in summer 2018
 - 3. Shelter in Place drill conducted 4-11-18. Next one May 2018
 - 4. Staff safety drill training May 1 & 2, 2018
 - 5. 16 new door locks ordered for classrooms
- 7. LCAP Stakeholder's input phase:
 - 1. School Site Council met to work on LCAP April 25, 2018
 - 2. Next SSC meeting to review LCAP updates is Wed., May 23 @ 3:45 PM
- 8. Hiring anticipated for 2018-19:
 - 1. School Nurse
 - 2. Hillcrest Secretary
 - 3. 1 Temporary Teacher (5th grade leave)
 - 4. 1 Permanent Teacher (extra 5th grade class)
 - 5. Spanish Teacher (7-8th grade & ELD)
 - 6. Teaching Assistant/Daycare Pool

IV. CONSENT AGENDA

ACTION ITEM

- A. Minutes
 - 1. Special meeting April 12, 2018, & Regular Meeting April 18, 2018
- B. Warrants/Payroll
- C. Budget Updates and Transfers
- D. Donations
 - 1. Congratulations to Ani Hansen for writing a successful Rotary Grant for \$2,500 to fund a 5th grade Lego Robotics program
- E. Communication
 - 1. Letter from SCOE Business Services indicating the receipt of an approved Second Interim budget report

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2. Accept resignation of School Nurse, Anne Wilson, who is retiring effective the end of the 2017-18 school year.
3. Accept letter of resignation from Secretary job by Amy Gloeckner, effective the end of her 2017-18 duties, June 8, 2018.
Ms. Gloeckner will take on a new role as School Counselor in the 2018-19 year.
4. Letter from Liz Saldivar, Director of External Affairs from the office of the Attorney General regarding rights of undocumented students and their families.
 1. Quick reference guide for school officials

Action taken/comments:

Motion _____ Second _____ Vote _____

V. GENERAL

A. Update on New Programmatic Developments

Supt. Schwinn will review the expansion of educational opportunities provided to GUSD students, including plans for the future. This item will appear on the agenda monthly, allowing the public to provide the Board with feedback around programmatic developments throughout the District (e.g. Kindergarten Discovery!; STEAM; Traditional; Enrich!)

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Approve 2018-19 GUSD Calendar

The Board will be asked to approve the 2018-19 District calendar, as negotiated between GUTA and GUSD representatives.

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Specifications of Elections Resolution 180509-1

The Board is asked to approve the Specifications of Election order resolution as presented.

Action taken/comments:

Motion _____ Second _____ Vote _____

D. Approve 18-19 Declaration of Need for Fully Qualified Educators

The Board will be asked to approve a declaration of Need for Fully Qualified Educators. This action is taken annually, as a precautionary measure, in case enrollment numbers change during the year to the extent they require emergency

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staffing options. This declaration gives the District greater flexibility in re-assigning staff, if needed.

Action taken/comments:

Motion _____ Second _____ Vote _____

E. Consider Adoption of Board Policy – AR 5145.7 Sexual Harassment

The Board is asked to consider adopting Board Policy AR 5145.7, using the latest CSBA template. At the April 18, 2018 Board meeting, the corresponding BP 5145.7 was approved.

Action taken/comments:

Motion _____ Second _____ Vote _____

F. Consider Adoption of Board Policy – AR 3230 Federal Grant Funds

The Board is asked to consider adopting Board Policy AR 3230, using the latest CSBA template.

Action taken/comments:

Motion _____ Second _____ Vote _____

G. Consider Adoption of Board Policy – BP/AR 3551 Food Service Operations/Cafeteria Fund

The Board is asked to consider adopting Board Policy BP/AR 3551, using the latest CSBA template.

Action taken/comments:

Motion _____ Second _____ Vote _____

H. Consider Update of Board Policy – BP/AR 3553 Free & Reduced Priced Meals

The Board is asked to consider adopting updates to Board Policy BP/AR 3553, using the latest CSBA template.

Action taken/comments:

Motion _____ Second _____ Vote _____

I. Consider Adoption of Board Policy – BP/AR 5022 Student & Family Privacy Rights

The Board is asked to consider adopting Board Policy BP/AR 5022, using the latest CSBA template.

Action taken/comments:

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Motion _____ Second _____ Vote _____

J. Consider Update of Board Policy – BP/AR 6171 Title 1 Programs

The Board is asked to consider adopting updates to Board Policy BP/AR 6171 , using the latest CSBA template.

Action taken/comments:

Motion _____ Second _____ Vote _____

K. Contract for School Counselor

The Board is asked to approve a contract with Amy Gloeckner as School Counselor for 2018-19.

Action taken/comments:

Motion _____ Second _____ Vote _____

VI. BUSINESS & FACILITIES

A. Select Inspector of Record for Hillcrest Improvement Projects

The Board will be asked to select Isaac Kuster as Inspector of Record for the Hillcrest Improvement Projects to be completed this summer.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Approve Guaranteed Maximum Price (GMP) for Gravenstein Phase III

The Board will be asked to approve the GMP for Gravenstein Phase III construction project as provided by GCCI. On February 21, 2018 The Board of Trustees approved Resolution #180314-2 selecting GCCI, Inc. for the Gravenstein Elementary School, Phase III Project. Attached is the final Guaranteed Maximum Price (GMP) of \$2,213,216.00, along with the draft Lease/Leaseback documents that will be finalized after the Board of Trustees approval of the GMP.

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Approve Special Testing Firm Proposals for Hillcrest Improvements

The Board is asked to approve special testing firm proposal for Hillcrest Improvements.

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Action taken/comments:

Motion _____ Second _____ Vote _____

D. Approve Special Testing Firm Proposal for Gravenstein Phase III

The Board is asked to approve special testing firms proposal for Gravenstein Phase III.

Action taken/comments:

Motion _____ Second _____ Vote _____

E. Approve of MOU w/ MPF for 2018-19

The Board will be asked to consider the proposed revised MOU with MPF for the 2018-19 school year.

Action taken/comments:

Motion _____ Second _____ Vote _____

F. Discuss Development of a Reserve Strategy

The Reserve Strategy board sub-committee may lead a discussion with the Board; report on progress so far; and/or provide advisory to District staff via Board action.

Action taken/comments:

Motion _____ Second _____ Vote _____

G. Mental Health Service Agreement for Grief Counseling

The Board is asked to approve this agreement with SAY (Social Advocates for Youth) to provide grief counseling for Hillcrest students. The District supported SAY in applying for the grant that funds this service at no cost to the District.

Action taken/comments:

Motion _____ Second _____ Vote _____

H. Accept Bond Report

The Board will be asked to accept the required Bond Continuing Disclosure Report as presented by CBO Holden.

Action taken/comments:

Motion _____ Second _____ Vote _____

I. Approve Art Instruction Contract for 2018-19

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The Board is asked to approve contract with Nanci Ricciardi to serve as artist in residence for the 2018-19 school year.

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) Conference with Labor Negotiator
District Negotiator: Jennifer Schwinn, Superintendent
Represented Employees: Gravenstein Union Teachers Assoc.
- 2) Superintendent Evaluation
- 3) Public Employee
 - i. Approve Superintendent Schwinn's Contract for 2018-20

IX. OPEN SESSION

- A. Any reportable action taken during closed session shall be reported when the Board comes back into open session.
- B. Report District Sunshine for 2018-19 GUTA negotiations

X. FUTURE BOARD MEETINGS:

- | | |
|--|------------------------------------|
| I. <u>Next Regular Board Meeting:</u> | <u>June 13, 2018—5 p.m.</u> |
| Special Board Meeting: | June 20, 2018 – 5p.m. |

XI. ADJOURNMENT

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

**Gravenstein Union School District
Summer 2018 Maintenance Projects**

The following list excludes the standard list of cleaning of classrooms, classroom furniture, scrub restrooms, shampoo of carpets, classroom rugs, waxing floors, cleaning windows, mowing and other related grounds work. Other miscellaneous items such as work orders, and other ongoing various repairs/maintenance will continue and are not listed below.

Gravenstein School

- 1) Computer lab to 5th Grade classroom to include new carpeting
- 2) Siding repair/replacement @ building D
- 3) Painting exterior a Building D
- 4) LED lighting upgrades (Prop 39)
- 5) Garden area between buildings A +B (add rock?)
- 6) Pressure wash buildings, playground structures
- 7) Window coverings @ classrooms
- 8) Add playground bark to playgrounds
- 9) Finish utility yard enclosure and paint
- 10) Slurry seal @ main parking lot @ Gravenstein?
- 11) Furniture for classrooms TK, Kindergarten, 1st grade

Hillcrest School

- 1) Steam Lab Conversion (Computer Lab Classroom 5 and Classroom 6)
- 2) Finish painting exterior doors
- 3) Paint soffits, fascia at buildings A + B
- 4) Paint portions of exterior trim @ Hillcrest Gym
- 5) Repair siding at Brown Shed
- 6) LED lighting upgrades (Prop 39)
- 7) Pressure wash buildings
- 8) Classroom moves, place 6th grades from 9,10 to rms 3 and p1 Helton, Kinman and move 8th grades Sporrer, Johnson to rms 9 and 10
- 9) Add playground bark to playground
- 10) Drinking fountain repair/replacement (2) at building A
- 11) Repair/replace uneven concrete by classroom 10
- 12) Repair gutters downspouts at Rm 18 (portable)



III E VI

Highway 65 South, Conway, AR 72032 - orders@virco.com
2027 Harpers Way, Torrance, CA 90501 - orders@virco.com

Equipment for Educators™

QUOTATION #8174644

Sold To:
GRAVENSTEIN UNION SCH DIST
3840 TWIG AVENUE
SEBASTOPOL CA 95472

Ship To:
GRAVENSTEIN ELEMENTARY SCHOOL
3840 TWIG AVE
SEBASTOPOL CA 95472

Quotation Date: 5/4/2018

We appreciate the opportunity to quote the enclosed prices for our products. Unless otherwise indicated, prices are net and do not include sales tax. Please refer to the above referenced Quotation Number when corresponding with Virco regarding this quote. We offer our quotation priced from the US COMMUNITIES 2018 CONTRACT #R-TC-18004 Contract. You will need to be registered for US Communities and provide your TIN number prior to acceptance of your purchase order. We offer our quotation subject to the following terms and conditions:

- 1) **FOB Point:** FOB Destination - Tailgate Delivery
- 2) **Payment Terms:** Net 30 days (subject to credit approval)
- 3) **Prices Are Firm:** For Orders Received By 12/31/2018 (Promo Prices Expire 07/16/2018)
Orders received after this date are subject to re-Quote.
- 4) **For Shipment By:** Customer Must Take Delivery Before 12/31/2018
- 5) **Shipment from Virco:** PLEASE NOTE: Quick Ship Items are in stock and ready to ship quickly, usually in 2 - 3 days. Classroom Basics models are assembled upon receipt of an order from components we stock and are usually ready to ship in 2 - 3 weeks. Models not included in Quick Ship or Classroom Basics are Made-to-Order and are usually ready within 4 - 6 weeks from order placement. Custom products or specials: Extended lead times may apply, contact your Sales Representative for more information. If products with different leadtimes are on the same purchase order, the longest leadtime will apply to the entire order. Additional shipping and handling charges will apply to orders that are requested to be partial shipped before the Virco acknowledged due date. Orders that specify shipment later than the preceding dates will be subject to re-quote
- 6) **Color:** Standard Virco colors only unless specified otherwise
- 7) **Purchase Order:** We require written purchase orders to be sent to Orders@virco.com or faxed to (800) 258-7367 or (800) 396-8232
- 8) **Acknowledgement:** Final acceptance and acknowledgement of orders will be as stated on the standard Virco Purchase Order Acknowledgment
- 9) **Quantity:** Any change in quantities may result in a price change



QUOTATION #8174644
r.2

Shipping To: GRAVENSTEIN ELEMENTARY SCHOOL





Equipment for Educators™

Item #	Supplier/Model #	Description	Unit Price	Qty	Extension
1	Virco Inc #48TRAP48	Table, 4000 Series, Activity Table, Standard Legs, 24" X 48" Trapezoid X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And T-Mold Edge Banding, 22"-30" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. - (87 ea Laminate->Medium Oak (OAK084) Bullnose T Mold Edge->Char Black (BLK01) Frame->Char Black (BLK01))	\$61.40	87	\$5,341.80
2	Virco Inc #87TRAP48	Alternate: Virco Inc #87TRAP48 \$223.93			Promo Price Exp. 7/16/2018
3	Virco Inc #502448ADJ	Alternate: Virco Inc #502448ADJ \$139.43			
4	Virco Inc #872448	Alternate: Virco Inc #872448 \$110.67 **Promo Price** Exp. 7/16/2018			
5	Virco Inc #48KID72	Table, 4000 Series, Activity Table, Standard Legs, 48" X 72" Kidney X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And T-Mold Edge Banding, 22"-30" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. - (4 ea Laminate->Medium Oak (OAK084) Bullnose T Mold Edge->Char Black (BLK01) Frame->Char Black (BLK01))	\$167.79	4	
6	Virco Inc #9018	Chair, 9000 Classic Series, 4-Leg, 18" H Seat, Stackable, Nylon Glides - (26 ea Soft Plastic->Navy (BLU51) Frame->Chrome (CHRM)) <i>5th grade classroom</i>	\$26.89	26	\$699.14
7	Virco Inc #785	Desk, 785 Series, Student Desk, 4-Leg, Open Front Plastic Book Box, 18" X 24" X 5/8" High-Pressure Laminate Top, Steel Frame, 23"-31" Adjustable Height, Nylon-Base Swivel Glides. - (26 ea Soft Plastic->Black (BLK01) Laminate->Medium Oak (OAK084) Lacquered Edge->Clear (CLR) Frame->Silver Mist (GRY02)) <i>5th grade classroom</i>	\$44.03	26	\$1,144.78
					\$7,856.88

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QUOTATION #8174644




r2

Item #	Supplier/Model #	Description	
1	Virco Inc #48TRAP48	Table, 4000 Series, Activity Table, Standard Legs, 24" X 48" Trapezoid X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And T-Mold Edge Banding, 22"-30" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. (Laminate->Medium Oak (OAK084) Bullnose T Mold Edge->Char Black (BLK01) Frame->Char Black (BLK01)) Qty: 87	
2	Virco Inc #87TRAP48	Alternate: Table, 8700 series, computer table, cantilever legs, 24 x 48 trapezoid, 1-1/8 high pressure laminate particleboard top with backing sheet.	 <p align="right">Image Does Not Reflect Actual Color Bid</p>
3	Virco Inc #502448ADJ	Alternate: 5000 Series Table -24" X 48" X 1-1/8" High-Pressure Laminate Particleboard-Core Surface With Four 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, Adjustable In Height From From 24" - 32" , With Premium Abs Plastic Adjustable Glides.	 <p align="right">Image Does Not Reflect Actual Color Bid</p>
4	Virco Inc #872448	Alternate: Table, 8700 series, computer table, cantilever leg, 24 x 48 x 1-1/8 high pressure laminate particleboard top with backing sheet, adjustable height from 22 to 30.	 <p align="right">Image Does Not Reflect Actual Color Bid</p>

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QUOTATION #8174644

r.2

Item #	Supplier/Model #	Description	
5	Virco Inc #48KID72	Table, 4000 Series, Activity Table, Standard Legs, 48" X 72" Kidney X 1-1/8" High-Pressure Laminate Particleboard Top With Backing Sheet And T-Mold Edge Banding, 22"-30" Adjustable Height, Tubular Steel Legs, Nylon-Base Swivel Glides. (Laminate->Medium Oak (OAK084) Bullnose T Mold Edge->Char Black (BLK01) Frame->Char Black (BLK01)) Qty: 4	
6	Virco Inc #9018	Chair, 9000 Classic Series, 4-Leg, 18" H Seat, Stackable, Nylon Glides (Soft Plastic->Navy (BLU51) Frame->Chrome (CHRM)) Qty: 26	
7	Virco Inc #785	Desk, 785 Series, Student Desk, 4-Leg, Open Front Plastic Book Box, 18" X 24" X 5/8" High-Pressure Laminate Top, Steel Frame, 23"-31" Adjustable Height, Nylon-Base Swivel Glides. (Soft Plastic->Black (BLK01) Laminate->Medium Oak (OAK084) Lacquered Edge->Clear (CLR) Frame->Silver Mist (GRY02)) Qty: 26	

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School Violence & the Active Shooter

April 20 @ 8:00 am - 12:00 pm

This 4 hour course is designed for schools, to include administrators, principals, teachers and school faculty with responsibilities for Emergency Preparedness and safety. This course will help school administrators to understand the threat of an active shooter and other violent critical incidents at K-12 schools. To register for this class please contact etarkhanian@resig.org

[ACTION=TEMPLATE&TEXT=SCHOOL+VIOLENCE+%26AMP%3B+THE+ACTIVE+SHOOTER&DATES=20180420T080000/20180420T120000&DETAILS=THIS+4+HOUR+COURSE+IS+DESIG
12+SCHOOLS.%C2%A0+TO+REGISTER+FOR+
+ICAL_EXPORT \(HTTPS://RESIG.ORG/EVENT/SCHOOL-VIOLENCE-THE-ACTIVE-SHOOTER/?ICAL=1&TRIBE_DISPLAY=1\)](https://resig.org/event/school-violence-the-active-shooter/?ical=1&tribe_display=1)

Details

Date:
April 20 (2018-04-20)

Time:
8:00 am - 12:00 pm

Event Category:
[Loss Prevention \(https://resig.org/events/category/loss-prevention/\)](https://resig.org/events/category/loss-prevention/)

Event Tags:
[active shooter \(https://resig.org/tag/active-shooter/\)](https://resig.org/tag/active-shooter/), [emergency preparedness \(https://resig.org/tag/emergency-preparedness/\)](https://resig.org/tag/emergency-preparedness/), [safety \(https://resig.org/tag/safety/\)](https://resig.org/tag/safety/), [school violence \(https://resig.org/tag/school-violence/\)](https://resig.org/tag/school-violence/)

Organizer

[RESIG Loss Prevention Department \(https://resig.org/organizer/resig-loss-prevention-department/\)](https://resig.org/organizer/resig-loss-prevention-department/)



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Board Agenda Calendar 2018—2019

Gravenstein Union School District

<p>July 2018</p>	<ol style="list-style-type: none"> 1. Williams Report for Previous Quarter 2. Attendance Projections for Current Year 3. Approve Spring Consolidated Application 4. Review and Approve Parent Handbook for Current Year 5. Review Goals & Accomplishments for Previous Year 6. Begin Superintendent Evaluation for Previous Year 7. Update Mandatory Board Policies 8. Summer School Update (if applicable)
<p>August 2018</p>	<ol style="list-style-type: none"> 1. Begin Development of Goals and Objectives for Current Year 2. Complete Superintendent Evaluation for Previous Year 3. Review and Approve Field Trips for Current Year
<p>September 2018</p>	<ol style="list-style-type: none"> 4. Review and Approve Unaudited Actuals for Prior Year (by 9/15) 5. Adopt Gann Limit (by 9/30) 6. Budget Update 7. Report on School Opening and Attendance 8. Approve Site Plan if appropriate 9. State Testing Report 10. Complete Goals & Objectives for Current Year (if necessary)
<p>October 2018</p>	<ol style="list-style-type: none"> 1. Williams Report for Previous Quarter 2. Budget Update 3. Public Hearing and Approve Resolution on Sufficiency of Instructional Materials 4. Certification of Compliance with Standards-Aligned Instructional Materials 5. Continue to review Board Policy
<p>November 2018</p>	<ol style="list-style-type: none"> 1. Approve Resolution on Accounting of Developer Fees 2. Continue to Review Board Policies
<p>December 2018</p>	<ol style="list-style-type: none"> 1. Board Reorganization 2. Review and Approve 1st Interim Budget Report (by 12/15) 3. Discuss Kindergarten Registration and Promotional Events

<p>January 2019</p>	<ol style="list-style-type: none"> 1. Williams Report for Previous Quarter 2. Set Deadlines for Charter School Admissions and Lotteries 3. Budget Update 4. Acceptance of Financial Audit for Previous Year (by 1/31) 5. Enrollment and Staffing Projections for Upcoming Year
<p>February 2019</p>	<ol style="list-style-type: none"> 1. Review and Approve School Accountability Report Cards 2. Review and Approve District Safety Plan for Upcoming Year 3. Update Educator Effectiveness Plans for Current Year
<p>March 2019</p>	<ol style="list-style-type: none"> 1. Employment Lay-off/Non-reelect Notices (if necessary—by 3/15) 2. Staff Contracts for Psychologist, Nurse, Art, Speech Therapist etc. for Upcoming Year 3. Review / Approve 2nd Interim Budget Report for Current Year (by 3/17) 4. Approve Consolidated Application for Upcoming Year 5. Approve Single Plan for Student Achievement (SPSA) 6. Update Enrollment and Staffing Projections for Upcoming Year 7. 5 Year Deferred Maintenance Plan (if applicable) 8. REACH MOU Update for Upcoming Year 9. Approve District Calendar for Upcoming Year
<p>April 2019</p>	<ol style="list-style-type: none"> 1. Williams Report for Previous Quarter 2. Approve Auditor Contract for Upcoming Year(s) 3. End of the Year Events Calendar 4. GUTA Sunshines Contract Proposal for Upcoming Year
<p>May 2019</p>	<ol style="list-style-type: none"> 1. Final Lay-off Notices to Certificated Staff (if necessary—by 5/15) 2. Update Enrollment and Staffing Projections for Upcoming Year 3. Review Summer Maintenance Plans (Paving, painting, etc.) 4. Approval of the Hillcrest Promotion List 5. Board Sunshines District Contract Proposal for Upcoming Year
<p>June 2019</p>	<ol style="list-style-type: none"> 1. Public Hearing and Adoption of LCAP/Budget for Upcoming Year (by 6/30—requires two separate meetings) 2. Adoption of Site Plan 3. Adopt Education Protection Account (EPA) Resolution

Gravenstein Union School District

May 2018		TK	K	1	2	3	4	5	6	7	8	Totals
Teachers												
Tomsky	TK	17										17
Crandall	ENRICH!		17									17
Briggs	ENRICH!		17									17
Redfern		5	14									19
Trivunovic			13									13
Parsons				1								1
Candau	ENRICH!			21								21
Lannon	ENRICH!			21								21
Dellosa				19								19
Clement				17								17
Debolt	ENRICH!				21							21
Basque	ENRICH!				21							21
Otterson					21							21
Sprinkle					19							19
Mattish	ENRICH!					21						21
Nordstrom	ENRICH!					21						21
Barrera						17						17
Haas						22						22
Brown	ENRICH!						26					26
Sully	ENRICH!						26					26
Martinez							21					21
Davis							20					20
Urmini	ENRICH!							26				26
Hansen	ENRICH!							26				26
Grimm								23				23
Helton									18			18
Kinman									16			16
Dexter	ENRICH!								26			26
Rich	ENRICH!								26			26
McDowell										25		25
Sotiras										21		21
Collins	ENRICH!									24		24
Clements	ENRICH!									23		23
Cole											16	16
McDonald											14	14
Jex-Lewis											12	12
Johnson	ENRICH!										16	16
Sporrer	ENRICH!										20	20
Gravenstein Campus		22	61	79	82	81	93	75				493
Hillcrest Campus				1					86	93	78	258
May 2018	2018	22	61	80	82	81	93	75	86	93	78	751
May 2017	2017	16	75	82	77	79	78	75	80	83	81	726
May 2016	2016	21	77	76	84	72	76	71	87	84	83	731
May 2015	2015		97	77	71	71	68	75	70	84	114	727
May 2014	2014		100	65	69	65	71	66	74	104	105	719
May 2013	2013		81	69	67	61	69	69	85	107	101	709
May 2012	2012		80	71	61	66	62	85	89	95	79	688
May 2011	2011		67	57	61	51	84	74	84	77	93	648
May 2010	2010		56	60	49	76	70	71	66	84	96	628

2017
482
244
726

21

**Gravenstein Union School District
Enrollment Projections for 2018-2019 (as of 5/4/18)
Grades TK-5**

M
III

grade	Optimal class size (Grade level capacity)	Enrollment Status	Comments
TK	20 (21)	20 students accepted	Suggest cap enrollment at 20 to accommodate any in-district late apps
K	21 (84)	85 students accepted; 1 on waitlist (We may go over 84 with new retention and any new in-district application. Anticipate numbers adjusting before start of school.)	Lottery on 4/9/18 filled remaining spaces and created a waitlist with 1 name- all notified via email of lottery results on 4/9/18
1	21 (84)	T: 29 students E: 34 students	
2	21 (84)	T: 37 students E: 42 students	
3	24 (96)	T: 30 students E: 48 students	Lottery on 4/9/18 filled 3E and create a waitlist with 2 names (both on WL are enrolled in Trad while waiting)
4	26 (104)	T: 39 students E: 47 students	
5	26 (104)	T: 45 students E: 51 students	

23

TK-20

K- 85

First- 63

Second- 79

Third- 78

Fourth- 86

Fifth- 96

Total Student Enrollment Projected for 2018-2019: 507 students

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Sun	Mon	Tue	Wed	Thu	Fri	Sat	
29	30	May 1	2	3		5	
	Staff Appreciation Week						
	5pm TK/K/1 Open H	3:40pm HMS Staff M	9:30am Analy Math C 3:30pm Grav Staff m	5pm Hillcrest Open H	5:30pm Skate Night		
6	7	8	9	10	11	12	
	7th ET to Ashland						
			5pm GUSD Board mtg	Early Release Day			
13	14	15	16	17	18	19	
	3:30pm Hillcrest Tale 5pm Gravenstein Spr	6E FT to Marin Headlands				9am GSF mtg	Rose Parade (Hillcrest)
20	21	22	23	24	25	26	
		3:45pm Supt.'s Advis 6pm MPF Meeting	3:40pm District Site C 5pm HMS Spring Cor	9am Grad Practice H 3:30pm Hillcrest Tale	9am HMS 3rd Tri Aw 1:40pm HMS Talent S 7pm Hillcrest Dance		
27	28	29	30	31	Jun 1	2	
	Memorial Day Holiday	Hillcrest Hall Reserves	Early Release Day	Hillcrest Field Day (Te)	Last Day of School		
		9:30am House rewar 1:15pm Talent Show 4 more	9am HMS Grad Pract	Minimum Day 9am Kindergarten Pr 11:30am GSF Staff L	9am Hillcrest Grad P 9am 5th Grade Prom 6pm Hillcrest Gradua		

25



Threat Assessment Team Training

Lt. Dave Okada of the Salem, OR Police Department and contributing author to "Assessing Student Threats", will discuss the basic concepts of a threat assessment program and how to develop a program that follows the recommendations of the Safe Schools Initiative and the FBI.

Goals of a Threat Assessment Team

Immediate protection of life and safety
Identification of a potential threat
Investigation of a potential threat
Assessment of an individual
Prevention of a violent act

27

Two sessions will be offered on

April 18, 2018:

- 9AM-12PM
- 1PM-4PM

Trainings will be held in RESIG's conference rooms:
5760 Skylane Blvd, Ste 100, Windsor, CA 95492

To register for the AM or PM session, contact etarkhanian@resig.org



Who should attend this training?

- school administrators
- teachers
- counselors
- school psychologists
- school safety and risk management personnel
- members of your district's crisis response team such as SROs or other law enforcement

Security is Not Safety: America's Urgent Need to Transform School Culture to Stop Violence

By Rick Phillips MS. Ed

Founder of the nationally recognized non-profit Community Matters and lead author of the book "Safe School Ambassadors: Harnessing Student Power to Stop Bullying and Violence"

School shootings — Parkland, Sandy Hook, Virginia Tech, Columbine, etc., etc.— are horrific events that are forever imprinted into our collective psyche. However, as tragic as they are, school shootings represent a small percentage of the physical and emotional violence that plagues our schools. More often it is the in-school incidents of bullying, harassment, cyber-bullying, and other types of mistreatment, that foster the conditions where some targeted students seek revenge through physical attacks and gun violence.

The Need for A Balanced Approach:

Any rational approach for making our schools safe learning environments must begin by first unpacking and understanding this premise; security and safety are not the same thing. Security and safety are two different and necessary responses to effectively preventing and stopping school violence.

Security addresses the external, physical and logistical actions taken to “secure the perimeter” of our schools, recently referred to as “hardening the target”. Security is one element of the “Outside-In Approach”, which emphasizes:

- Security equipment and personnel
- Staff “on guard”, looking for trouble and threats
- Zero tolerance policies and practices
- Highly controlled environment

Security measures are extremely expensive and by themselves have not resulted in significantly safer schools. While schools can keep most weapons from entering the campus, they can't keep the students out, and every day they bring undetectable weapons to school. These include, prejudice, grudges from their neighborhoods, values that regard violence as a valid problem-solving option, and cyber aggression.

Safety on the other hand, focuses internally, on the importance of building a positive social and emotional culture and climate inside the school. We characterize this response as the “Inside-Out Approach”, which emphasizes:

- Relationships and connection as job #1
- Students viewed as allies by adults in keeping school safe
- Connective and corrective discipline policies and practices
- The school as a community

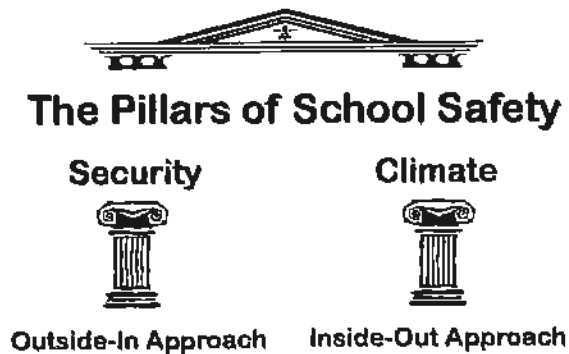
Safety is more than “hardening the target” and locking trouble out. It's an environmental strategy in which staff and students are committed to the values of acceptance of others, respect for differences, the willingness to resolve disagreements peacefully, and to speak up for one another when mean and hurtful things are being said or done. Safety is about engaging, equipping and empowering everyone in the school community to look out for one

another, thereby influencing and changing social norms, making it “cooler to be kind”, rather than “cooler to be cruel”.

Too often security and safety are viewed as being in direct competition with one another, rather than being seen as integral components of a comprehensive, effective and sustainable school safety plan. As a result, many educators feel the pressure to choose one approach at the expense of the other, compromising the ability to work together in developing the most effective solutions to school violence.

After nearly 20 years of providing consultation, assessments and trainings to more than 2,000 schools and youth-serving organizations, we, at Community Matters, have learned this:

Preventing school violence – attacks from without and attacks from within, requires a comprehensive and balanced plan, one that is built on the pillars of both the Outside-In and Inside-Out approaches.



Students Can Make the Difference:

Recent history has demonstrated that *adults can't make schools safe by themselves*. While adults are in the best position to make school more secure, students are in the best position to make the school safer. Consider the following:

- Students see, hear and know things that adults don't
- Students can intervene in ways that adults can't
- Students are generally on the scene of an incident well before adults know about it
- Students can influence the behavior of their peers by their actions

Unfortunately, in spite of these attributes, many educators don't recognize their students' potential and their capacity for being an active partner with adults in making schools safer, doing things to them, for them, and at them, rather than with them.

At the same time, many of these very same schools implore students to report what they see, hear, or know through the use of electronic reporting tools, and then wonder why they are not getting the level of student participation or involvement they anticipated.

Why is it that many students are reluctant to report? In a youth culture that has adopted the phrase, "snitches get stiches", students first need to feel respected, engaged, empowered, and connected to caring adults, before they'll be motivated and feel safe enough to bring vital information forward.

When schools engage, equip and empower students to speak up persuasively and effectively with aggressors, neutralize destructive gossip and rumors, support targeted students, reach out to excluded or isolated students, and mediate everyday conflicts, the evidence is clear. Young people will step up, speak up, take action, and report risks and potential incidents to trusted adults.

In more than 1500 schools across North America, that have implemented Community Matters' evidence-based Safe School Ambassadors Program, the results are compelling:

- Students are eager and ready to partner with adults to create safer schools
- Students who are trained to recognize mistreatment and given skills for intervening appropriately are in the best position to prevent, reduce, de-escalate, and stop emotional and physical violence
- Students, who are empowered and feel connected to caring adults, attend school regularly, do better academically and reduce their involvement in high-risk behavior.

By recognizing the ability of students to act as peace-makers, we help young people strengthen their innate character and acquire the social, emotional, and communication skills, most often associated with leading successful, healthy and happy professional and personal lives.

The Blueprint for Achieving Safer Schools:

If we are going to be successful in reducing attacks on our schools from without and creating healthy connections within, educators will need to demonstrate the vision, the courage and the leadership to craft and implement school safety plans that include two critical strategies, to ***prepare and prevent***.

Preparedness planning - being prepared for the "worst case scenario", includes:

- Developing a well-constructed school based crisis management plan
- Creating a crisis management team of diverse stakeholders from the school and the community
- Conducting threat assessments and reviewing current policies and practices to identify what's working well, what's not working well, and what gaps exist
- Using "fair process", building buy-in through inclusion, and by engaging, explaining and setting expectations
- Providing comprehensive training to all staff and students

Prevention planning - creating a school culture and climate where all students can feel welcome, safe and connected to caring adults, includes:

- Providing professional development training for all staff in understanding the value and benefits of building positive relationships with students and help school personnel to develop the communication skills to be effective and authentic "hall-friendly adults"
- Utilizing the Multi-Tiered System of Support to ensure that all students receive the appropriate help and assistance they need, including mental health support and other social services

- Engaging, equipping and empowering students with the support and opportunities to take an active role in creating a culture of compassion
- Developing discipline policies and practices that go beyond traditional punishment and include corrective measures and restorative practices

A Call to Action

As an educator, a parent and a grandfather, I firmly believe that our schools can become safe havens for students and staff. I have spent my entire professional life committed to championing youth involvement and to creating safe schools for everyone. I challenge each and every one of us, regardless of any differences of outlook or politics, to be passionate advocates for a balanced and comprehensive school safety approach. An approach that protects our schools from assault without turning them into fortresses, and that recognizes the importance of investing in school climate initiatives, which over time, can create communities of inclusion and safety for all.

For information on Community Matters Programs and Services, [click here](#).

HEALTH CARE CLINICS IN SONOMA COUNTY

These facilities typically accept Medi-CAL and Medicare. Eligibility workers may be available at these facilities to help with applying for insurance. These facilities may have a sliding scale. Call specific facilities for more information.

NORTH COUNTY HEALTH CENTERS

Alliance Medical/Dental Clinic - Healdsburg
1321 University Street, Healdsburg **433-5494**

Alliance Medical/Dental Clinic - Windsor
8465 Old Redwood Hwy., Windsor **687-2498**
www.alliancemed.org

Alexander Valley Healthcare
6 Tarman Drive, Cloverdale **894-4229**
www.alexandervalleyhealthcare.org

SANTA ROSA COMMUNITY HEALTH

Brookwood Campus
983 Sonoma Avenue, Santa Rosa **583-8700**
www.srhealthcenters.org

Elsie Allen Health Campus
599 Bellevue Avenue, G17 Santa Rosa **583-8777**
www.myelsie.org

Lombardi Campus
751 Lombardi Court, Santa Rosa **547-2222**
www.srhealthcenters.org

Pediatric Campus
711 Stony Point Road, Santa Rosa **578-2005**
(Ste. 17, next to Goodwill; dental in same building)
www.srhealthcenters.org

Vista Campus
3569 Round Barn Circle, Santa Rosa **303-3600**
www.srhealthcenters.org

SONOMA VALLEY HEALTH CENTER

Sonoma Valley Community Health Center
19270 Sonoma Highway, Sonoma **939-6070**
<http://svchc.org/services/>

WEST COUNTY HEALTH CENTERS

Visit www.wchealth.org for more information.

Occidental Area Health Center
3802 Main Street, Occidental **874-2444**

Russian River Health Center
16319 3rd Street, Guerneville **869-2849**

West County Community Services
16390 S Main St, Guerneville **823-1640**

Sebastopol Community Health Center
6800 Palm Avenue, Sebastopol **824-9999**

SOUTH COUNTY HEALTH CENTERS

Petaluma Health Center
1179 North McDowell Blvd., Petaluma **559-7500**
<http://phealthcenter.org/locations/rohnert-park/>

Rohnert Park Health Center
5900 State Farm Dr., Rohnert Park **559-7600**
www.phealthcenter.org

OTHER HEALTH SERVICES

Sonoma County Indian Health Project
144 Stony Point Road, Santa Rosa **521-4545**
www.scihp.org

Veterans Administration Outpatient Clinic
3841 Brickway Blvd., Santa Rosa **569-2300**
<https://www.sanfrancisco.va.gov/locations/santarosa.asp>

Kaiser Permanente Member Services
Behavioral Medicine **393-4210**
Psychiatry Department **393-4008**
www.kp.org **571-3778**

ELIGIBILITY RESOURCES

SONOMA COUNTY HUMAN SERVICES DEPT.
MEDI-CAL, COVERED CA, **1-877-699-6868**
General Assistance/CalFresh
<https://www.mybenefitscalwin.org/>
www.coveredca.com

Partnership HealthPLAN of CA
www.partnershiphp.org **863-4100**

WEBSITES

www.suicidepreventionlifeline.org www.thetrevorproject.org <http://ok2talk.org/>
<http://www.my3app.org/> <http://us.reachout.com> <https://www.jedfoundation.org/>
<http://www.sonoma-county.org/health/topics/suicideprevention.asp>

COUNSELING/HOSPICE/SUBSTANCE ABUSE/HELPFUL RESOURCES

Sonoma County Beacon: <http://www.partnershiphp.org/Providers/HealthServices/Pages/Mental-Health-Services.aspx> 855-765-9703
○ Help you understand your Medi-CAL mental health and substance abuse benefits and treatment choices

Access Team, Sonoma County Behavioral Health Services: <http://www.sonoma-county.org/health/about/behavioralhealth.asp> 565-6900
Kaiser Permanente Department of Child Psychiatry: www.kp.org 571-3778
Kaiser Permanente Chemical Dependency Program: www.kp.org 571-3835
Drug Abuse Alternatives Center (DAAC): takes adolescent Medi-Cal; www.daacinfo.org 544-3295
Family Justice Center of Sonoma County: <http://www.fjccsc.org> 565-8255
Victim Witness: <http://da.sonoma-county.org/content.aspx?id=1716> 565-8250
NAMI Sonoma County: www.namisonomacounty.org 527-6655

NORTH COUNTY (CLOVERDALE/HEALDSBURG/WINDSOR):

Alexander Valley Healthcare (Cloverdale): www.alexandervalleyhealthcare.org 894-4229
Alliance Medical Center (Healdsburg): <http://www.alliancemed.org/> 433-5494
Alliance Teen Health Center (Healdsburg): 431-1170
Alliance Medical Center (Windsor): <http://www.alliancemed.org> 687-2498
North County Hospice (Healdsburg): www.sonomacountyhospice.org 431-1135
***SOS Counseling @Windsor High** 837-7767 ext. 2120

SANTA ROSA:

***Child Parent Institute (CPI):** www.calparents.org 585-6108
Chrysalis Counseling Services: www.chrysaliscounseling.org 1821 4th Street, Santa Rosa, CA 545-1670
Elsie Allen Health Center: <http://srhealthcenters.org/service/elsie-allen-health-center/> 583-8777
Full Heart Treatment Center: eating disorder support groups; www.FullHeartTreatment.com 544-5717
***Lomi Psychotherapy:** www.lomi.org 579-0465
Social Advocates for Youth (SAY): www.sayso.org 544-3299
SAY The Dr. James E. Coffee Teen Shelter: 1243 Ripley St., Santa Rosa, CA 95401; Open 24/7/365 546-3432
SRJC Student Psychological Services: Santa Rosa Campus: Plover Hall, Room 559 524-1595
***Verity:** offers trauma counseling; accepts Victims Compensation; www.ourverity.org 545-7270
Sonoma County Indian Health Project <http://scihp.org/> 521-4550
***SOS Community Counseling:** www.soscounseling.org 284-3444
Positive Images: LGBTQ support and peer groups www.posimages.org/ 568-5830
Sutter Care at Home: grief counseling <http://www.suttercareathome.org/GriefSupport/NorthBaySupport.html> 535-5780
Santa Rosa Memorial Hospice: <http://www.stjoesonoma.org/Contact-Us/Locations-and-Directions/Memorial-Hospice.aspx> 568-1094

SONOMA VALLEY:

La Luz Center: www.laluzcenter.org 938-5131
SAY Willmar Grief Services: offer groups in Sonoma; <http://www.sayso.org> 535-1946
Sonoma Valley Community Health Center: <http://svchc.org/> (press "5" for behavioral health) 939-6070

SOUTH COUNTY (ROHNERT PARK/COTATI, PETALUMA):

Hospice of Petaluma: grief counseling; www.sonomacountyhospice.org 778-6242
***Petaluma People Services:** www.petalumapeople.org 765-8488
Petaluma Health Center: <http://phealthcenter.org/services-programs/mental-health> 559-7545
Rohnert Park Health Center: <http://phealthcenter.org/contactpetaluma-rohnert-park> 559-7605
***SOS Counseling @ Rancho-Cotate High** 780-2876
SRJC Student Psychological Services: Petaluma Campus: Call Building, Room 610 778-3919

WEST COUNTY:

***West County Health Centers (WCHC):** <http://www.wchealth.org/service/mental-health-services> *Guerneville 869-2961 x1
***Gravenstein Community Health Center (Sebastopol)** 823-3166
***Occidental Area Health Center** 874-2444
***Russian River Health Center** 869-2849
***Sebastopol Community Health Center** 824-9999
***Forestville Wellness Center** 887-0290
***Forestville Teen Clinic (may allow you access to MH services in any WCHC clinic)** 887-0427
***Russian River Counselors:** <http://www.rivershrink.com/> 865-1200

**NOTE: any referral with an asterisk "*" means they offer sliding scale fees for services.*

CRISIS SERVICES/HOTLINES/TEXT MESSAGING/WARMLINES

Sonoma County Crisis Stabilization Unit/PES (24/7): 2225 Challenger Way, Santa Rosa 576-8181
National Suicide Prevention Hotline 1-800-273-8255
North Bay Suicide Prevention Hotline of Sonoma County 1-855-587-6373
Crisis Text Line: available 24/7; info at <http://www.crisistextline.org/> text to #741741
Trevor Lifeline: LGBTQ suicide hotline; available 24/7 866-488-7386
SAY Teen Shelter Crisis Hotline 888-729-0012
Verity Crisis Line (24/7): www.ourverity.org 545-7273
NAMI Warmline: Operates Monday – Friday 9 am to 5 pm 866-960-NAMI (6264)
Peer Warmline Connection of Sonoma County: Operates Friday – Sunday 5:30 pm to 9:30 pm 565-4466

Current Issues Around School Safety - Links to Resources

Overview of the Planning Process:

Readiness and Emergency Management for Schools (REMS) – The Planning Process
<https://rems.ed.gov/K12PlanningProcess.aspx>

California Department of Education – Safe Schools
<https://www.cde.ca.gov/s/ss/>

Cal OES – Governor’s Office of Emergency Services – School Emergency Planning and Safety
<http://www.caloes.ca.gov/cal-oes-divisions/planning-preparedness/school-emergency-planning-safety>

Knowledge Saves Lives – Emergency Plan Template-FREE
<http://knowledgesaveslives.com/assets/Site-Safety—Emergency-Plan-Process-and-Templates.pdf>

Student Threat Assessments:

United States Secret Service and United States Department of Education - Guide to managing threatening situations and to creating safe school climates
http://docs.wixstatic.com/ugd/842f93_3042e017e76848b5ae8d2ba915d5ffe3.pdf

Assessing Student Threats: Implementing the Salem-Keizer System
<http://www.studentthreatassessment.org/>

National Association of School Psychologists (NASP) - Threat Assessment for School Administrators & Crisis Teams
<https://www.nasponline.org/resources-and-publications/resources/school-safety-and-crisis/threat-assessment-at-school/threat-assessment-for-school-administrators-and-crisis-teams>

Facility and Vulnerability Assessments:

Readiness and Emergency Management for Schools (REMS) – Conducting K-12 Site Assessments- THERE’S AN APP!
<https://rems.ed.gov/SITEASSESS.aspx>

California Department of Education – School Safety Elements and Resources
<https://www.cde.ca.gov/s/ss/vp/elementsresources.asp>

School Climate & Culture:

California Department of Education – School Environment
<https://www.cde.ca.gov/s/ss/se/>

Project Appleseed – the National campaign for public school improvement
<http://www.projectappleseed.org/secret-service-safe-school-initiative>

Readiness and Emergency Management for Schools (REMS) – School Climate and Emergencies
<https://rems.ed.gov/K12SchoolClimateAndEmerg.aspx>

Community Matters
<http://community-matters.org/our-approach/importance-of-school-climate>

Client Proposal

This offer is valid through: 07/02/2018

III I 6.2.1



Creative Window Fashions

5755 REDWOOD DR
 ROHNERT PARK, CA 94928-7015
 Phone: (707) 588-8500
 Fax: (707) 588-8012
 Email: sales@myCWF.com

Date	Quote
05/04/2018	10540476
PO Reference	
050318	
Salesperson	
Tom Rhodes	

Sold To:

Sidemark: Gravenstein test

Blinds Total

Item	Room Location	Description	Qty	MSRP	Each	Extended																																
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3	Supers office 3	Hunter Douglas Duette UltraGlide Top-Down/Bottom-Up D22 - Commercial 3/4" Semi-Opaque 733 - Patina Gray	1	684.00	547.20	547.20																																
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36

Client Proposal

This offer is valid through: 07/02/2018



Creative Window Fashions

5755 REDWOOD DR
ROHNERT PARK, CA 94928-7015
Phone: (707) 588-8500
Fax: (707) 588-8012
Email: sales@myCWF.com

Date	Quote
05/04/2018	10540476
PO Reference	
050318	
Salesperson	
Tom Rhodes	

Sold To:

Sidemark: Gravenstein test

Location	Supers office 4	Collection	Duette
Operating System	UltraGlide	Design Option	Top-Down/Bottom-Up
Blinds on Headrail	Single Panel Shade	Fabric Type	D22 - Commercial 3/4" Semi-Opaque
Color	733 - Patina Gray	Mount Type	Outside Mount
Cord Position	Both	Wand Length	36 Inch Wand
Extension Brackets	No	Hold Down Brackets	No
Spacer Blocks	No	Reverse Controls	No
Hardware Color	No	Special Instructions	N - No Special Instructions
Override	No		

5 Supers office 5 Hunter Douglas Duette UltraGlide Top-Down/Bottom-Up D22 - Commercial 3/4" Semi-Opaque 733 - Patina Gray 1 684.00 547.20 547.20

Location	Supers office 5	Collection	Duette
Operating System	UltraGlide	Design Option	Top-Down/Bottom-Up
Blinds on Headrail	Single Panel Shade	Fabric Type	D22 - Commercial 3/4" Semi-Opaque
Color	733 - Patina Gray	Mount Type	Outside Mount
Cord Position	Both	Wand Length	36 Inch Wand
Extension Brackets	No	Hold Down Brackets	No
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Hardware Color	No	Special Instructions	N - No Special Instructions
Override	No		

6 Room 13,1 Hunter Douglas Duette UltraGlide Bottom-Up D23 - Commercial 3/4" Opaque 682 - Platinum 1 1,924.00 1,539.20 1,539.20

Location	Room 13,1	Collection	Duette
Operating System	UltraGlide	Design Option	Bottom-Up
Blinds on Headrail	Single Panel Shade	Fabric Type	D23 - Commercial 3/4" Opaque
Color	682 - Platinum	Mount Type	Outside Mount
Cord Position	Right	Wand Length	36 Inch Wand
Extension Brackets	Extension Brackets	Hold Down Brackets	No
Spacer Blocks	No	Cut-outs	No
Hardware Color	No	Special Instructions	N - No Special Instructions
Override	No		

7 Room 13,2 Hunter Douglas Duette UltraGlide Bottom-Up D23 - Commercial 3/4" Opaque 682 - Platinum 1 1,298.00 1,038.40 1,038.40

Location	Room 13,2	Collection	Duette
Operating System	UltraGlide	Design Option	Bottom-Up
Blinds on Headrail	Single Panel Shade	Fabric Type	D23 - Commercial 3/4" Opaque
Color	682 - Platinum	Mount Type	Outside Mount
Cord Position	Left	Wand Length	36 Inch Wand
Extension Brackets	Extension Brackets	Hold Down Brackets	No
Spacer Blocks	No	Cut-outs	No
Hardware Color	No	Special Instructions	N - No Special Instructions
Override	No		

8 Room 13,3 Hunter Douglas Duette UltraGlide Bottom-Up D23 - Commercial 3/4" Opaque 682 - Platinum 1 1,924.00 1,539.20 1,539.20

Client Proposal

This offer is valid through: 07/02/2018



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Date	Quote
05/04/2018	10540476
PO Reference	
050318	
Salesperson	
Tom Rhodes	

Sold To: _____

Sidemark: Gravenstein test

Location	Room 13,3	Collection	Duette
Operating System	UltraGlide	Design Option	Bottom-Up
Blinds on Headrail	Single Panel Shade	Fabric Type	D23 - Commercial 3/4" Opaque
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Extension Brackets	Extension Brackets	Hold Down Brackets	No
Spacer Blocks	No	Cut-outs	No
Hardware Color	No	Special Instructions	N - No Special Instructions

9 Room 13,4 Hunter Douglas Duette UltraGlide Bottom-Up D23 - Commercial 3/4" Opaque 682 - Platinum 1 1,924.00 1,539.20 1,539.20

Location	Room 13,4	Collection	Duette
Operating System	UltraGlide	Design Option	Bottom-Up
Blinds on Headrail	Single Panel Shade	Fabric Type	D23 - Commercial 3/4" Opaque
Color	682 - Platinum	Mount Type	Outside Mount
Cord Position	Left	Wand Length	36 Inch Wand
Extension Brackets	Extension Brackets	Hold Down Brackets	No
Spacer Blocks	No	Cut-outs	No
Hardware Color	No	Special Instructions	N - No Special Instructions

MSRP Total	Discount Total	Product Total	Tax 8.8750%	Installation	Client Price
10,328.00	-2,065.60	8,262.40	733.29	315.00	9,310.69

Accepted By: _____

Date: _____

Client Proposal

This offer is valid through: 07/02/2018



Creative Window Fashions

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ROHNERT PARK, CA 94928-7015
Phone: (707) 588-8500
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Date	Quote
05/04/2018	10540487
PO Reference	
050318	
Salesperson	
Tom Rhodes	

Sold To:

Sidemark: Hillcrest test

Blinds Trial

Item	Room Location	Description	Qty	MSRP	Each	Extended																															
1	Room 2,1	Hunter Douglas Duette UltraGlide Bottom-Up D23 - Commercial 3/4" Opaque 682 - Platinum	1	916.00	732.80	732.80																															
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Client Proposal

This offer is valid through: 07/02/2018



Creative Window Fashions

5755 REDWOOD DR
ROHNERT PARK, CA 94928-7015
Phone: (707) 588-8500
Fax: (707) 588-8012
Email: sales@myCWF.com

Date	Quote
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PO Reference	
050318	
Salesperson	
Tom Rhodes	

Sold To: _____

Sidemark: Hillcrest test

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Blinds on Headrail	Single Panel Shade	Fabric Type	D23 - Commercial 3/4" Opaque
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Cord Position	Right	Wand Length	60 Inch Wand
Extension Brackets	No	Spacer Blocks	No
Cut-outs	No	Hardware Color Override	No
Special Instructions	N - No Special Instructions		

MSRP Total	Discount Total	Product Total	Tax 8.8750%	Installation	Client Price
3,664.00	-732.80	2,931.20	260.14	140.00	3,331.34

Accepted By: _____

Date: _____

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

SPECIAL GOVERNING BOARD
MEETING MINUTES
Gravenstein District Office

Thursday, April 12, 2018
12:45pm

I. CALL TO ORDER AT 12:45PM

- Jim Horn, President -- PRESENT
- Desiree Beck, Clerk-- PRESENT
- Gregory Appling-- PRESENT
- Jennifer Koelemeijer -- ABSENT
- Steven Schwartz -- ABSENT

II. BUSINESS

A. Approve Purchase of a Switch Gear for Hillcrest Improvements

The Board is asked to authorize the Superintendent to purchase a switch gear needed to complete the "Hillcrest Improvements" plans this summer. Board approval is needed because the cost of the switch gear exceeds the \$15,000 limit that the Superintendent may authorize on her own. The switchgear can take ten (10) weeks to arrive once it is ordered. Therefore, it is necessary to ask the Board to approve this purchase as soon as possible, allowing us to place the order now, so we remain on schedule for work this summer.

Action taken/comments:

The Board took action to approve the purchase of a switch gear for \$36,432

Motion HORN Second BECK Vote 3-0

III. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: April 18, 2018

IV. ADJOURNMENT AT 1:00PM

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.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD
MEETING MINUTES

Wednesday, April 18, 2018
Gravenstein School, Rm. 13

I. CALL TO ORDER at 5:10 PM—All members present

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Jennifer Koelemeijer
Steven Schwartz

II. PUBLIC COMMENTS

No public comment received

III. REPORTS, AND ORAL COMMUNICATIONS

A. Gravenstein Union Teachers' Association

GUTA President Beth Trivunovic presented on SBAC Testing and the shelter in place drill, and on meetings with some Board members.

B. School Site Council

The Site council is seeking parent representatives. Site council is working on the LCAP.

C. GSF/MPF

No reports given. Supt. Schwinn shared that the GSF Jog-a-Thon was successful at both campuses and MPF is preparing a fundraiser at Lagunitas.

D. Trustee Reports

Mem. Appling attended the District construction meetings. Mem. Schwartz shared that he was aware of some students sharing concerns about a coach with Hillcrest staff and felt that it had been handled in a positive way. Pres. Horn will be having an exit interview with outgoing MPF President Alexis Boutin.

E. Facilities Report

Phase 3 –Gravenstein modernization update

Doug Hilberman shared that the contractor is working on developing the Guaranteed Maximum Price (GMP). Construction will begin after school lets out, with the possibility of completion extending into the school year. Supt. Schwinn shared that it's possible that the gym floor, gym windows, and Learning Lab modernization may need to be completed after the start of the school year.

Hillcrest Middle School Improvement Project update

Doug Hilberman shared that this project is currently at DSA. Curtis Schmitt shared that the solar projects are waiting for RFPs.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

F. Hillcrest Principal

David Fichera shared the slideshow that recapped the previous week in review (included in the week's bulletin). Included were pictures of: spirit days, 6th grade field trip to Schulz Museum and Ice rink, 5-minute film festival finalists, jog-a-thon, TV Club, and 50s dance.

G. Gravenstein Principal Report

Keri Pugno shared that Gravenstein began giving character trait awards at the trimester award assemblies. She also shared that Gravenstein teachers worked at their staff meeting to identify particular projects and field trips that happen at each grade level.

H. CBO Report

*Update on modernization funding with Jack Schreder & Associates
CDE has approved the modernization application. A bond oversight committee meeting was held last month.*

I. Superintendent Report

- 1. Current District enrollment is 750*
- 2. Numbers at Gravenstein are strong for 2018-19. Kindergarten is full with a wait-list. Hillcrest enrollment is also healthy.*
- 3. Transportation JPA Update*
- 4. Review Financial Impact of Changes to Facility Use Policy*
- 5. Highlights from 2017-18 calendar end-of-year events*
- 6. Safety Plan Update*
Supt. Schwinn attended a Threat Assessment Team Training at SCOE and David Fichera will be attending an active shooter training through RESIG. Supt. Schwinn shared that the shelter in place drills held at each school were successful. She led both drills with the Principals observing. The next step is a shelter in place drill, during recess. Mem. Appling suggested that professional walkthroughs should occur at each site.

Three vendors have provided bids for the window coverings. Supt. Schwinn and Maintenance Lead Brian Sposato prefer the "honeycomb" option. It has weather insulating qualities and is easy to lower and raise. If the total for the project is below \$175,000, the District does not need to go through the competitive bid process. Three Board members expressed favoring the "honeycomb" product, Mem. Koelemeijer expressed favoring reflective film surfaces, and Mem. Schwartz deferred to other members.

- 7. Supt. Schwinn has been meeting with stakeholders and developing the LCAP with their input. Mem. Koelemeijer asked administration to present the number of students not performing at grade level for each program.*

IV. CONSENT AGENDA

ACTION ITEM

A. Minutes

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

1. Special meeting March 13, 2018 & Regular Meeting March 14, 2018
- B. Warrants/Payroll
- C. Budget Updates and Transfers
- D. Communication
 1. 2018-19 Sunshine letter from GUTA to the GUSD Board
- E. Approve Williams Quarterly Report

Motion: Mem. Schwartz Second: Mem. Appling Vote: 5-0 approved

V. GENERAL

A. Update on New Programmatic Developments

Hillcrest principal David Fichera reported on work that the Hillcrest staff is engaging in to accomplish the Board directive of developing a plan to implement a single program at Hillcrest by 2020-21. No action taken.

B. Approve 2018-19 GUSD Calendar

This item needs to be renegotiated with GUTA before it can be approved. No Action Taken

C. Set Board Meetings for May and June 2018

By consensus, the Board agreed on a June 13 regular meeting and June 20 special meeting to approve the 18-19 Budget and LCAP.

D. Review Annual Board Calendar Template 2018-19

The Board reviewed a draft Annual Board Calendar Template by Board President Horn. No action taken.

E. Approve Updated Sexual Harassment Prevention AR/BP #5145.7, 4119.11, 4219.11, 4319.11

AR/BP 4119.11, adopt new and rescind old

Motion: Pres. Horn Second: Mem. Koelemeijer Vote: 5-0 approved

Table AR/BP 5145.7

Motion: Pres. Horn Second: Mem. Appling Vote: 5-0 approved

F. Consider Update of Board Policy Based on Law Changes in 2018

The Board selected policies to be reviewed and updated from the CSBA Master Policy List. These will be presented at future Board meetings.

VI. BUSINESS & FACILITIES

A. Select Inspector of Record for Gravenstein Phase 3 Projects

The Board approved Isaac Kuster as Inspector of Record for the Phase 3 projects to be completed this summer, not to exceed \$23,400.

Motion: Pres. Horn Second: Mem. Appling Vote: 5-0 approved

GRAVENSTEIN UNION SCHOOL DISTRICT
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B. Approve Notice of Completion - Shade Structure

The Board approved the Notice of Completion for the Shade Structure, with corrections.

Motion: Mem. Appling Second: Pres. Horn Vote: 5-0 approved

C. Approve RFP for Acquisition of Solar System

The Board approved issuance of an RFP that will allow us to install a solar system on Gravenstein and Hillcrest campuses.

Motion: Pres. Horn Second: Mem. Appling Vote: 5-0 approved

D. Consider Proposal for STREAM Lab at Hillcrest

The Board reviewed the proposal provided by Principal Fichera. Jim Horn moved to approve up to \$50,000 for the STREAM Lab, subject to not needing DSA approval, Clrk. Beck seconded, 5-0 approved.

E. Discuss Development of a Reserve Strategy

Members Horn and Schwartz met with CBO Holden to discuss possible reserve strategies. Schwartz proposed maintaining a 30% unassigned reserve fund. He also proposed having separate "buckets" for assigned reserves to potentially include: programs, personnel, facilities, risk mitigation for single program. Pres. Horn commented that the reserves would not be "spent down" but rather planned for. He sees this as budgeting by allocating the reserves to different categories. Board members should email Wanda with any suggestions for the "buckets" to include in the reserve plan.

No action taken.

F. Accept Bond Report

The Board reviewed the required Bond Continuing Disclosure Report as presented by CBO Holden.

Pres. Horn moved to table to the May meeting, Mem. Appling, 5-0 tabled.

G. Approve Beyond the Bell Contract for 2018-19

The Board reviewed the proposed 2018-19 Beyond the Bell contract. The prior contract had different hourly rates for different parts of the contract. This new contract includes a recalibration of the rates to make the hourly rates the same across the contract. Pres. Horn moved to approve this contract, with the Superintendent having the ability to extend Hillcrest pick-up time to 5:30 PM.

Pres. Horn Second: Clrk Beck Vote: 3-2, approved. Members Schwartz and Koelemeijer opposed.

H. Approve Updated Management Salary Schedule

The Board approved an updated management salary schedule, as presented.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

Motion: Schwartz Second: Horn Vote: 5-0 yes

I. Approve Updated Classified Salary Schedule

The Board approved the updated classified salary schedule, as presented.

Motion: Horn Second: Beck Vote: 5-0 approved

J. Approve Art Instruction Contracting for 2018-19

The Board reviewed a proposed contract with Nanci Ricciardi to serve as artist in residence for the 2018-19 school year. Horn moved to table this to the next meeting.

Motion: Horn Second: Schwartz Vote: 5-0 tabled to May meeting

K. Layoff of Classified Position – Special Day Class TA

The Board approved the layoff of a one Special Day Class TA position (5.75 hr/day). The service will no longer be needed in the 2018-19 school year.

Motion: Horn Second: Beck Vote: 5-0 approved

L. Final Layoff of 0.57 Certificated Position

The Board approved Resolution #180418-1 to complete the layoff of 0.57 FTE certificated position, due to reduction in work.

Motion: Horn Second: Beck Vote: 5-0, approved

VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION—None

VIII. CLOSED SESSION—Adjourn to closed session at 9:53 PM

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

1) Conference with Labor Negotiator—*no reportable action*

District Negotiator: Jennifer Schwinn, Superintendent

Represented Employees: Gravenstein Union Teachers Assoc.

2) Public Employee – Hiring

The Board approved hiring Tara Kellett as a 1.0 FTE Long-term sub for 5th Grade Enrich! Appling moved / Koelemeijer seconded, 5-0.

3) Superintendent Evaluation—*no reportable action*

IX. OPEN SESSION—10:57 PM

Reportable action taken in closed session as noted above.

X. FUTURE BOARD MEETINGS:

Next Regular Board Meeting: May 9, 2018—5 p.m.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

XI. ADJOURNMENT—10:58 PM

48

Checks Dated 04/01/2018 through 04/30/2018

Board Meeting Date Board Meeting Date: 5/9/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1631340	04/04/2018	Sharon A Gowan	04-5825	Advertising Family Life- Hillcrest		615.00
1631341	04/04/2018	Nature Bridge	04-5826	6th Grade Enrich! Outdoor Education 2017/18		18,265.00
1631342	04/04/2018	Office Depot	03-4310	Classroom supplies-Tomsky		168.53
1631343	04/04/2018	T&b Sports	04-4310	Hillcrest-Basketball Equipment -Balls		163.25
1631344	04/04/2018	Teachers Pay Teachers	03-4340	Pocket of Preschool Curriculum-Digital Download		372.99
1631345	04/04/2018	Advanced Security Systems	40-6200	Fire Alarm Programming & Monitoring		94.50
1631346	04/04/2018	Ally Technology Consulting LLC	01-5840	IT Consultant 2017-18	130.00	
			03-5840	IT Consultant 2017-18	1,677.50	
			04-5840	IT Consultant 2017-18	942.50	2,750.00
1631347	04/04/2018	Epic Sports Inc.	03-4310	P.E. Equipment		34.36
1631348	04/04/2018	Jones School Supply Co., Inc.	04-4350	HC Attendance and Student of the Month Medals		11.70
1631349	04/04/2018	Miracle Playsystems, Inc.	14-5830	Hillcrest-Stepping Pod		204.22
1631350	04/04/2018	Pacific Gas & Electric	01-5520	Electric and Gas for 2017-18 Gravenstein	314.33	
			03-5520	Electric and Gas for 2017-18 Gravenstein	3,617.72	
			04-5520	Electric and Gas for 2017-18 @ Hillcrest	3,233.37	
				Electric and Gas for 2017-18 Gravenstein	41.72	7,207.14
1631351	04/04/2018	SyTech Solutions	01-5830	Document Management Services 2017-18	12.52	
			03-5830	Document Management Services 2017-18	152.81	
			04-5830	Document Management Services 2017-18	85.17	250.50
1631352	04/04/2018	Teacher Direct	03-4310	2E! Classroom Supplies-Basque		201.37
1631353	04/04/2018	Verizon	01-5912	Sup't Phone & Tablet Service for 2017-18	5.06	
			03-5912	Sup't Phone & Tablet Service for 2017-18	61.75	
			04-5912	Sup't Phone & Tablet Service for 2017-18	34.42	101.23
1631354	04/04/2018	West County Transportation	03-5826	Bus for Kinder Field Trip-Rohnert Park Gymnastics		132.55
1631355	04/04/2018	Linda M. Helton	04-5202	Reimbursement Crop-A-Dile		82.52
1631356	04/04/2018	Counterpoint Construction Services, Inc.	40-6200	Consulting Services - Lease Leaseback Oversight		5,275.00
1631357	04/04/2018	Randy Merian	04-5880	Boys and Girls Basketball 3/22/2018		70.00
1632468	04/06/2018	ACSIG	01-9573	Employee's Dental Plan Coverage 2017-18		7,774.00
1632469	04/06/2018	Office Depot	01-4310	Gravenstein and Hillcrest Supplies	2.23	
			01-4350	District office supplies	5.20	
			03-4310	Gravenstein and Hillcrest Supplies	162.99	
			03-4350	District office supplies	63.53	
			04-4350	District office supplies	35.41	

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Checks Dated 04/01/2018 through 04/30/2018

Board Meeting Date Board Meeting Date: 5/9/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1632469	04/06/2018	Office Depot		Gravenstein and Hillcrest Supplies	83.22	352.58
1632470	04/06/2018	Nancy Ricciardi	01-5830	Ricciardi Art Program-Grav/HC 2017-18	124.06	
			03-5830	Ricciardi Art Program-Grav/HC 2017-18	1,648.25	
			04-5830	Ricciardi Art Program-Grav/HC 2017-18	947.69	2,720.00
1633274	04/11/2018	Apple Inc.	04-4440	Apple 21.5 inch i Mac		1,259.23
1633275	04/11/2018	AT&T Calnet 3	01-5911	Gravenstein AT&T CALNET 3 Charges 2017-18	23.04	
			03-5911	Gravenstein AT&T CALNET 3 Charges 2017-18	284.12	
			04-5911	Gravenstein AT&T CALNET 3 Charges 2017-18	137.62	
				Hillcrest AT&T CALNET 3 Charges 2017-18	59.44	504.22
1633276	04/11/2018	Counterpoint Construction Services, inc.	40-6200	Consulting Services - Lease Leaseback Oversight	1,485.00	
				Consulting Services - LLB Phase IV Increment 1	2,005.00	3,490.00
1633277	04/11/2018	Recology Sonoma Marin	04-5560	Recology-Hillcrest		604.83
1633278	04/11/2018	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	423.39	
			04-5631	Copier Lease at schools and DO for 2017-18	246.96	705.63
1633279	04/11/2018	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2017-18	18.40	
			03-5530	Gravenstein Elem Water Service for 2017-18	211.60	230.00
1634126	04/13/2018	Bonnie N Cromwell	03-5826	In-class field trip-Classroom Safari		400.00
1634127	04/13/2018	Clover-Stornetta Farms inc.	13-4700	Milk Purchases 2017-18		136.00
1634128	04/13/2018	Dept Of Justice, Acctg Office	03-5862	Fingerprinting for staff & volunteers 2017-18		288.00
1634129	04/13/2018	Fishman Supply Company	01-4370	District Wide Custodial Supplies	2.38	
			03-4370	District Wide Custodial Supplies	29.01	
			04-4370	District Wide Custodial Supplies	16.17	47.56
1634130	04/13/2018	Graduation Source	04-4390	Graduation Gowns,Cords and Tassels		2,124.96
1634131	04/13/2018	Jack Schreder & Associates, In c.	40-5830	February r 2018- Activities School Facilities		725.00
1634132	04/13/2018	Sonoma County Office Of Ed.	03-5862	Fingerprinting for Enrich! Parent Volunteers	285.60	
			04-5862	Fingerprinting for Enrich! Parent Volunteers	50.40	

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Checks Dated 04/01/2018 through 04/30/2018

Board Meeting Date Board Meeting Date: 5/9/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1634132	04/13/2018	Sonoma County Office Of Ed.		Fingerprinting for Traditional Parent Volunteers	266.00	602.00
1634133	04/13/2018	Stephen Roatch Accountancy	01-5821	2017-18 Audit Contract	73.50	
			03-5821	2017-18 Audit Contract	896.70	
			04-5821	2017-18 Audit Contract	499.80	1,470.00
1634982	04/18/2018	AXIA	40-6210	Gravenstein Modernization, Phase III (Part 2)	3,620.61	
				Modernization - Hillcrest Middle Improvements	14,231.90	
			40-6215	Gravenstein Modernization, Phase III (Part 2)	182.13-	17,670.38
1634983	04/18/2018	Tony Corsello	04-5880	Boys Basketball Referee 3/29/2018	70.00	
				Boys Basketball Referee 4/9/2018	70.00	140.00
1634984	04/18/2018	Gold Discovery Park Assn.	03-5826	Gold Discovery Tour-Brown /Sully 4/18/2018		732.00
1634985	04/18/2018	Luther Burbank Ctr Fr The Arts	04-5826	"Versa Dance" LBC 4/24/18		483.00
1634986	04/18/2018	Randy Merian	04-5880	Boys and Girls Basketball 4/10/2018		70.00
1634987	04/18/2018	Nature Bridge	04-9330	8th Grade Yosemite Trip 4/24-28-2018		11,615.00
1634988	04/18/2018	Robert Gerhold dba NorBay Consulting	40-6200	Grav. Phase III- Mod Proj.		869.00
1634989	04/18/2018	Office Depot	01-4350	District office supplies	2.89	
				District office supplies-Pugno	8.16	
			03-4350	District office supplies	35.19	
				District office supplies-Pugno	108.42	
			04-4350	District office supplies	19.62	174.28
1634990	04/18/2018	School and College Legal	01-5823	2017-2018 Legal Services Beyond Retainer	30.00	
			03-5823	2017-2018 Legal Services Beyond Retainer	366.00	
			04-5823	2017-2018 Legal Services Beyond Retainer	204.00	
			40-5823	2017-2018 Bond Related Legal Services	720.00	1,320.00
1634991	04/18/2018	Sonoma County Office Of Ed	04-5202	ReMake Education Summit 2018- M McDowell		350.00
1634992	04/18/2018	UCCR/Web of Life Field School	03-5826	Grade 5 - FT to UCCR Web of Life 5/15-5/18/2018		14,531.05
1634993	04/18/2018	Lonnie VanZandt	04-5880	Basketball Referee 3/26/2018-2 games		70.00
1634994	04/18/2018	Weeks Drilling & Pump Co. Inc.	04-5530	Hillcrest Water Service for 2017-18		412.00
1635645	04/20/2018	All-Guard Alarm Systems, Inc	03-5800	Alarms-Hillcrest and Gravenstein17-18 School year	860.25	

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Checks Dated 04/01/2018 through 04/30/2018

Board Meeting Date Board Meeting Date: 5/9/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1635645	04/20/2018	All-Guard Alarm Systems, Inc	04-5800	Alarms-Hillcrest and Gravenstein17-18 School year	598.50	1,458.75
1635646	04/20/2018	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2017-18		124.50
1635647	04/20/2018	MCI Comm Service	12-5911	Daycare Phone Line for 2017-18		13.56
1635648	04/20/2018	Office Depot	03-4310	Class and Klitchen Supplies	107.55	
			13-4390	Class and Klitchen Supplies	38.17	145.72
1635649	04/20/2018	Santa Rosa City Schools	13-4710	Lunch Program for 2017-18		7,329.00
1635650	04/20/2018	The Program Youth Skill Development	03-5830	Kinder Open House -Fitness and Games		110.00
1636842	04/25/2018	Employment Development Dept.	01-9555	Unemployment Taxes for the year 2017-18		691.80
1636843	04/25/2018	Eric Martin	03-5826	Food for Fort Ross		271.19
1636844	04/25/2018	Temujin Licklider	03-5826	Food for Fort Ross		75.88
1636845	04/25/2018	Allison N. Brown	03-5826	Ten for Gold Country	120.00	
				Tent for Gold Country	161.06	281.06
1636846	04/25/2018	Vanessa M. Nordstrom	03-4310	We Video Subscription		199.00
1636847	04/25/2018	Sergio Blanco Navarro	04-5826	Reimbursement -Buffet		1,202.25
1636848	04/25/2018	Matthew M. McDowell	04-4440	Reimbursement -Cable		37.83
1636849	04/25/2018	All-Guard Alarm Systems, Inc	03-5800	Repair/Replace Motion Sensor at Grav.		310.68
1636850	04/25/2018	David Fichera	04-4440	Broadcast Journalism Items- Reimbursement	996.82	
				Unpaid Tax	45.39-	951.43
1636851	04/25/2018	Fort Ross Conservancy (FRC)	03-9330	Commitment Fee for 18-19 Fort Ross Trip E! 4-Brown	200.00	400.00
				Commitment Fee for 18-19 Fort Ross Trip E! 4-Sully	200.00	400.00
1636852	04/25/2018	Luther Burbank Ctr Fr The Arts	03-5202	Prof.Dev.-Moving Through Science®		45.00
1636853	04/25/2018	Nature Bridge	04-5826	6th Grade Enrich! Outdoor Education 2017/18		350.00
1636854	04/25/2018	Oregon Shakespeare Festival	04-5826	7! Oregon Shakespeare Festival E! 5/7-11/2018		5,397.00
1636855	04/25/2018	Science Works Hands On Museum	04-5826	7th E! Admission and Workshop Science Museum		245.00
1636856	04/25/2018	Sonoma County Office Of Ed.	01-5202	SCOE workshop- Counselor Network	1.25	
			01-5840	Schools Connect Consortium Yr 17-18	314.88	
			03-5202	SCOE workshop- Counselor Network	15.25	
			03-5840	Schools Connect Consortium Yr 17-18	10,076.16	
			04-5202	SCOE workshop- Counselor Network	8.50	
			04-5840	Schools Connect Consortium Yr 17-18	5,352.96	15,769.00

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ONLINE

Checks Dated 04/01/2018 through 04/30/2018

Board Meeting Date Board Meeting Date: 5/9/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1636857	04/25/2018	Southern Oregon University	04-5826	Lodging/Meals for Shakespeare Festival 2018		17,937.00
1636858	04/25/2018	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2017-18		56.50
1636859	04/25/2018	Tony Corsello	04-5880	Boys Basketball Referee 4/19/2018		40.00
1636860	04/25/2018	Jack Schreder & Associates, In c.	40-5830	March 2018- Activities School Facilities		145.00
1636861	04/25/2018	Redwood Pediatric Therapy Asso	03-5811	OT/PT Svcs for Students		668.16
1636862	04/25/2018	Safeway	12-4390	Daycare Supplies & Snacks for 2017/18		139.47
Total Number of Checks					75	162,265.36

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	16	9,568.98
03	Gravenstein Elementary Charte	35	40,305.61
04	Hillcrest Middle Charter	39	75,405.86
12	Child Development Fund	2	153.03
13	Cafeteria Fund	5	7,684.17
14	Deferred Maintenance Fund	1	204.22
40	Special Reserve-capital Proj	8	28,988.88
Total Number of Checks		75	162,310.75
Less Unpaid Tax Liability			45.39
Net (Check Amount)			162,265.36

FS

Includes checks for only Bank Account COUNTY

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.)

ONLINE

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Gravenstein Union School District
April Payroll Report

May 9, 2018 Regular Board Meeting

Certificated Salary & Benefits

Regular: \$	450,588.81
Supplemental: \$	9,392.50

Classified Salary & Benefits

Regular: \$	85,518.64
Supplemental: \$	5,646.86

Total Salary & Benefits

\$	551,146.81
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IV D 1

April 20, 2018

TO: Ani Hansen, Gravsenstein Elementary School Lego robotics for 5th grade

On behalf of the **Rotary Club of Sebastopol Sebastopol** we would like to thank you for your recent application to our community grants program. This year, we received over 40 requests for a broad spectrum of needs in West Sonoma County

You are to be congratulated on your selection for funding. We are pleased to inform you that the Board of Directors of the Rotary Club of Sebastopol has approved your grant for **\$2500**. We have enclosed several Rotary emblems and would appreciate if you could give recognition to Rotary by placing these on your project.

Our 110 members are interested in the outcome and results of the projects selected for the 2017 Community Grants. We would welcome and appreciate an update on your project that we could share with our fellow Rotarians. This can be by mail or a brief presentation at one of our Friday noon meetings.

We hope you visit our website at www.SebastopolRotary.org and view the projects that we support in West Sonoma County as well as our international projects. Again thank you and your organization for all of the work you do to make West Sonoma County a healthier, safer and more diverse community.

Please remember to send an update of your accomplishments by June 30, 2019

Sincerely,

Jack Blasco
President, 2017-18
jcblasco@comcast.net

Linda J. Johnson
Community Grants Chair
rotarylinda@sbcglobal.net

April 13, 2018

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

Dear Ms. Schwinn,

In accordance with Education Code Section 42131, a review of the Gravenstein Union School District's (District) Second Interim Report for fiscal year 2017-18 has been completed by the Sonoma County Office of Education (County). Based upon the multi-year projection and assumptions provided by the District, it appears that the District will meet its financial obligations for the current and two subsequent years. We therefore concur with the District's positive certification. This letter addresses various concerns of the County as well as standard reminders.

State Budget

In January, Governor Brown released his 2018-19 State Budget Proposal. He caps off his legacy of restructuring the entire public education funding delivery model. Ahead of schedule, the proposal includes fully funding LCFF in 2018-19. For the current 2017-18 year, the Proposition 98 guarantee is now estimated at \$75.2 billion, up approximately \$700 million from the enacted level. COLA is 1.56% and Gap Closure is 44.97%.

Some of the major 2018-19 proposed budget components include:

- \$78.3 billion Proposition 98 funding in 2018-19; LCFF gap closure rate of 100%, two years early with an infusion of nearly \$3 billion;
- 2.51% statutory COLA which is applied to LCFF base grant for 2018-19;
- \$200 million ongoing to establish a K-12 specific component of the community college-administered Strong Workforce Program to support K-12 CTE programs aligned with needed industry skills; and
- \$1.8 billion for discretionary one-time mandate monies (approximately \$295 per ADA); these funds will offset LEAs' outstanding mandate reimbursement on a dollar for dollar basis.
- For School Facilities, the 2018-19 proposal authorizes a total of \$640 million in Proposition 51 bond authority.

With the proposal to fund LCFF at 100% in 2018-19, the 2019-20 year will be funded at COLA only. It is important to remember that COLA only funding is **not** sufficient to cover pension-related employer increases, step/column costs, and rising Special Education contributions. Thus, the average school district would have to redirect some of its existing resources to cover

the rising expenditures. With that in mind, the County suggests LEAs remain cautious, plan to spend conservatively, maintain adequate reserves, and think long term.

Second Interim and Multi-Year Projection (MYP)

The Second Interim Report MYP indicates unrestricted deficit spending of -\$2,378,655 in 2017-18, -\$464,354 in 2018-19, and -\$698,594 in 2019-20, with the State minimum reserve for economic uncertainty of 4% met in all years. Even though the District meets minimum reserve requirements, the County Office remains concerned about on-going deficit spending. We urge the District to review and monitor revenues, expenditures, and fund balances of all funds.

The Sonoma County Office of Education recognizes the difficulty many District's faced during the October 2017 Firestorm and how these challenges intertwined with the First Interim and Second Interim Budgets; including potential loss of ADA, additional operational costs and the impact on cash flow. We continue to offer our support to Sonoma County LEA's as we move through this period of recovery.

Collective Bargaining

Based upon the Criteria and Standards, negotiations with all bargaining units in the current year are settled. Before considering salary, benefit, or other expenditure increases for 2017-18, the District should ensure that the future increased operational costs can be supported by ongoing revenue to avoid creating or exacerbating structural deficits. Of note, per Government Code Section 3547.5 and the California Code of Regulations Title V Section 15449, before the District's Governing Board takes any action on a proposed collective bargaining agreement, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the District under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting.

We appreciate the timely submittal of your interim report and the accompanying budget assumptions and/or narratives. A technical review will be communicated to the business office. If there are any questions regarding this letter, please call me at 524-2635.

Sincerely,



Shelley Stiles
Director External Fiscal Services

c: Dr. Steven Herrington Mary Downey Wanda Holden Linda Daugherty



Standard Reminders ~ All Districts

NEW ~ Increased Requirements for Debt Management Policy and Practices

Effective January 1, 2017, (per Senate Bill (SB) 1029, Hertzberg) issuers must certify on the *Report of Proposed Debt Issuance* (<http://www.treasurer.ca.gov/cdiac/reporting.asp>) that they have:

- ☒ Adopted local debt policies concerning the use of debt; and
- ☒ The proposed debt issuance is consistent with those policies.

The issuer's local debt policies *must* include (A) through (E), below:

- A. The purposes for which the debt proceeds may be used.
- B. The types of debt that may be issued.
- C. The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- D. Policy goals related to the issuer's planning goals and objectives.
- E. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

FCMAT has prepared a Fiscal Alert which provides a **sample Debt Management Policy** which is located at <http://fcmat.org/fcmat-fiscal-and-legal-alerts/>.

SB 1029 contains a declaration that state and local agencies should adopt comprehensive written debt management policies pursuant to the recommendation of the Government Finance Officers Association (GFOA). The GFOA is a national association of government finance professionals with a shared mission to promote excellence in state and local government financial management. The GFOA provides **best practices** and a link to the *Debt Issuance Checklist: Considerations When Issuing Bonds* at <http://www.gfoa.org/debt-management-policy> (bottom of the webpage).

California Debt and Investment Advisory Commission's (CDIAC) website contains the necessary reporting forms and fees which can be found at the website <http://www.treasurer.ca.gov/cdiac/reporting.asp>. CDIAC's guidance regarding SB1029 is located at <http://www.treasurer.ca.gov/cdiac/> by clicking on "Guidance on 1029 Implementation with SB1029" on the left side of the webpage. Some of its guidance is noted below:

Government Code 8855(i) requires any issuer of public debt to provide a *Report of Proposed Debt Issuance* to the California Debt Investment and Advisory Commission *no later than 30 days before the sale* of such debt.

Government Code section 8855(k) ~ Effective January 1, 2017, state and local issuers are required to submit an **annual debt transparency report** for any issue of debt for which they have submitted a *Report of Final Sale* during the reporting period. The annual debt transparency report is due to CDIAC within seven (7) months of the close of the reporting

Standard Reminders ~ All Districts (continued)

period, defined as July 1st to June 30th. This provision makes January 31st the effective deadline for submittal of the annual debt transparency report. Debt issued between January 1, 2017 and June 30, 2017, and reported to CDIAC on or after January 21, 2017 will be required to submit an annual debt transparency report no later than January 31, 2018.

Minimum annual debt transparency report information and additional requirements/stipulations apply. Please see the Guidance from CDIAC for more detailed information.

Reporting Requirements for Proposed Debt Issuances

AB 2274 amended Government Code Section 8855 and is effective January 1, 2015. It requires LEAs to notify the California Debt Investment Advisory Commission (CDIAC) of **any proposed debt issuance**, which would include refinancing and other secondary issuances. In addition, the bill established reporting timeframes. No later than 30 days *prior to the sale* of any debt issue, the issuer shall submit a report of the proposed issuance to CDIAC. Not later than 21 days *after the sale* of the debt, the issuer shall submit a report of final sale to CDIAC. Instructions to all of the requirements that CDIAC needs depending on the type of debt transaction and applicable reporting forms are available at: <http://www.treasurer.ca.gov/cdiac/reporting.asp>

AB 2551 enhances transparency requirements for local bond elections, including Proposition 39 (2000) and two-thirds vote general obligation bonds. The bill requires LEAs attempting to pass local bonds to *submit to their local elections office* the total estimated debt service, including principal and interest, if all bonds are issued, as part of the Tax Rate Statement required pursuant to Elections Code Sections 9400-9401. The aforementioned reporting requirements are applicable to any issuance of debt after AB 2274 adds reporting requirements to debt from bonds already approved by voters. It requires agencies to notify CDIAC of **any proposed debt issuance, which would include refinancing and other secondary issuances**. The provisions of AB 2551 will be required for any local bond elections after January 1, 2015.

Reporting Requirements for Non-Voter-Approved Debt

Education Code Section 17150 requires school districts to notify the County Superintendent of Schools and County Auditor at least 30 days prior to the governing boards' approval of the issuance of certificates of participation (COPs) or other non-voter-approved debt secured by real property such as: Lease purchases (LP) secured by real property; Qualified Zone Academy Bonds (QZABs) secured by real property; Revenue bonds; Energy Loans or Bond Anticipation Notes (BANs). Under the new law, the district must provide repayment schedules, evidence of the ability to repay, and costs of issuance as well as information necessary to assess the anticipated effect of the debt issuance. Within 15 days of the receipt of the information, the County Superintendent of Schools and the County Auditor are authorized to comment publicly regarding the district's capacity to repay the debt obligation, based on the information provided.

Adopting LCAP Revisions during the period the LCAP is in effect

EC sections 52062(c) and 52068(c) allow districts to adopt revisions to an LCAP during the period the LCAP is in effect if they follow the same process for adopting the LCAP. EC sections 52070 and 52070.5 specify that no later than five days after the adoption of an LCAP or annual update to an LCAP, the plan must be filed with the COE. While timelines identified in these sections are reflective of an annual process, statute does provide a process for a revised LCAP to be approved by the appropriate entity.

Collective Bargaining Disclosure

If any collective bargaining settlements are reached during the current year all districts are being reminded of the public disclosure obligation. An important AB 1200 reporting requirement is the statute for tentative collective bargaining agreements to meet the requirements of Government Code Section 3547.5 and Education Code Sections 42131 and 42142, both of which outline the District's responsibilities for public disclosure and budget revisions for collective bargaining agreements. A three-year analysis must be completed to determine the impact of negotiations in future years. The superintendent and chief business officer must certify that the District can meet the costs incurred under the agreement. The governing board must take formal board action to approve the proposed agreement. Please note that within 45 days of the settlement, the District must send to SCOE any revisions to the District's current budget necessary to fulfill the terms of the agreement.

Submission of Studies, Reports, Evaluations and/or Audits

Education Code Sections 42127 and 42127.6 require districts to submit to the County Office any studies, reports, evaluations, or audits done of the district that contain evidence that the district is showing fiscal distress. They also require the County Office to incorporate that information into the analysis of budgets, interim reports, and the District's overall financial condition.

We request that the District submit to this office any such documents commissioned by the District (e.g. reports done by Fiscal Crisis and Management Assistance Team), or by the State Superintendent of Public Instruction and/or a state control agency any time they are received by your District.

SB740

Please note that a SB740 funding determination may be required when a charter school offers instructional time in a non-classroom based setting. Charter schools that do not submit a request by the due date may not receive a funding determination, and could have their State apportionment associated with its non-classroom based ADA reduced to zero. SB740 regulations, instructions and form can be found at:
<http://www.cde.ca.gov/sp/cs/as/nclrbifunddet.asp>.

Additional Standard Reminders for School Districts with Qualified or Negative Certifications

Debt Issuance

The statutory requirements for debt issuance for school districts with qualified or negative interim report certifications are specifically addressed by E.C. Section 42133(a), and read as follows:

"A school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds, or any other debt instruments that do not require the approval of the voters of the district, nor may the district cause an information report regarding the debt instrument to be submitted pursuant to subdivision (e) of Section 149 of Title 26 of the United States Code, unless the county superintendent of schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. A school district is deemed to have a qualified or negative certification for purposes of this subdivision if, pursuant to this article, it files that certification or the county superintendent of schools classifies the certification of that fiscal year to be qualified or negative."

E.C. Section 15140 (b) notes that a district that has received a qualified or negative certification in its most recent interim report, may not issue and sell bonds on its own behalf pursuant to this chapter without further action of the board of supervisors or officers of that county or of any other county in which a portion of the school district or community college district is located.

Collective Bargaining

Government Code Section 3540.2 provides added oversight related to the collective bargaining process. Any school district with a Qualified or Negative certification under Education Code Section 42131 shall allow the county office of education at least ten working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representative, before it is ratified. The school district shall provide the county office with all information relevant to yield an understanding of financial impact of that agreement. The county superintendent shall notify the school district, county board of education, district superintendent, governing board of the school district, and each parent and teacher organization of the district within those 10 days if, in his or her opinion, the agreement would endanger the fiscal well-being of the school district.

Per Government Code 3540.2(d), a school district shall, upon request, provide the county superintendent of schools with all information relevant to provide an understanding of the financial impact of any final collective bargaining agreement reached.

April 17, 2018

Jennifer Schwinn


Gravenstein Union School District
3480 Twig Ave.
Sebastopol, CA 95472

Dear Ms. Schwinn,

This letter is to serve as my official resignation from the School Secretary position at Hillcrest Middle School in order to take the position of School Counselor for GUSD.

I plan on continuing my secretary duties until the end of my contract on 6/6/18. I will then be able to start my employment as the School Counselor for the District, upon completion of the contract at a later date.

Sincerely,



Amy Gloeckner



State of California
Office of the Attorney General

XAVIER BECERRA
ATTORNEY GENERAL

April 6, 2018

Dear Superintendent:

In 2017, the California Legislature passed Assembly Bill 699 titled the Educational Equity: Immigration and Citizenship Status bill (AB 699). AB 699 included Education Code section 234.7 which required the Attorney General to issue model policies to help California's public K-12 schools and other local educational agencies protect the rights of undocumented students and their families.

After consulting with stakeholders, Attorney General Becerra recently published a guide which includes model policies that ensure public schools remain safe and accessible to all California residents, regardless of immigration status.

The guide contains the practices intended to serve as the model for the policies public school officials and administrators are required to enact under AB 699 including:

- Handling personal information from students and their families;
- Responding to information requests regarding immigration status;
- Procedures if immigration agents are requesting access to school grounds; and
- Responding to the detention of a student's family member.

The guide also includes a quick reference guide for school officials along with a guide for students and families responding to immigration enforcement actions at a school. The guide for students and families is available in multiple languages.

Under AB 699, all local educational agencies shall adopt these model policies—or equivalent policies—by July 1, 2018. To view an electronic copy of the guide, please visit oag.ca.gov/bcj.

Should you have any questions, please call the Attorney General's External Affairs Office at (213) 269-6418.

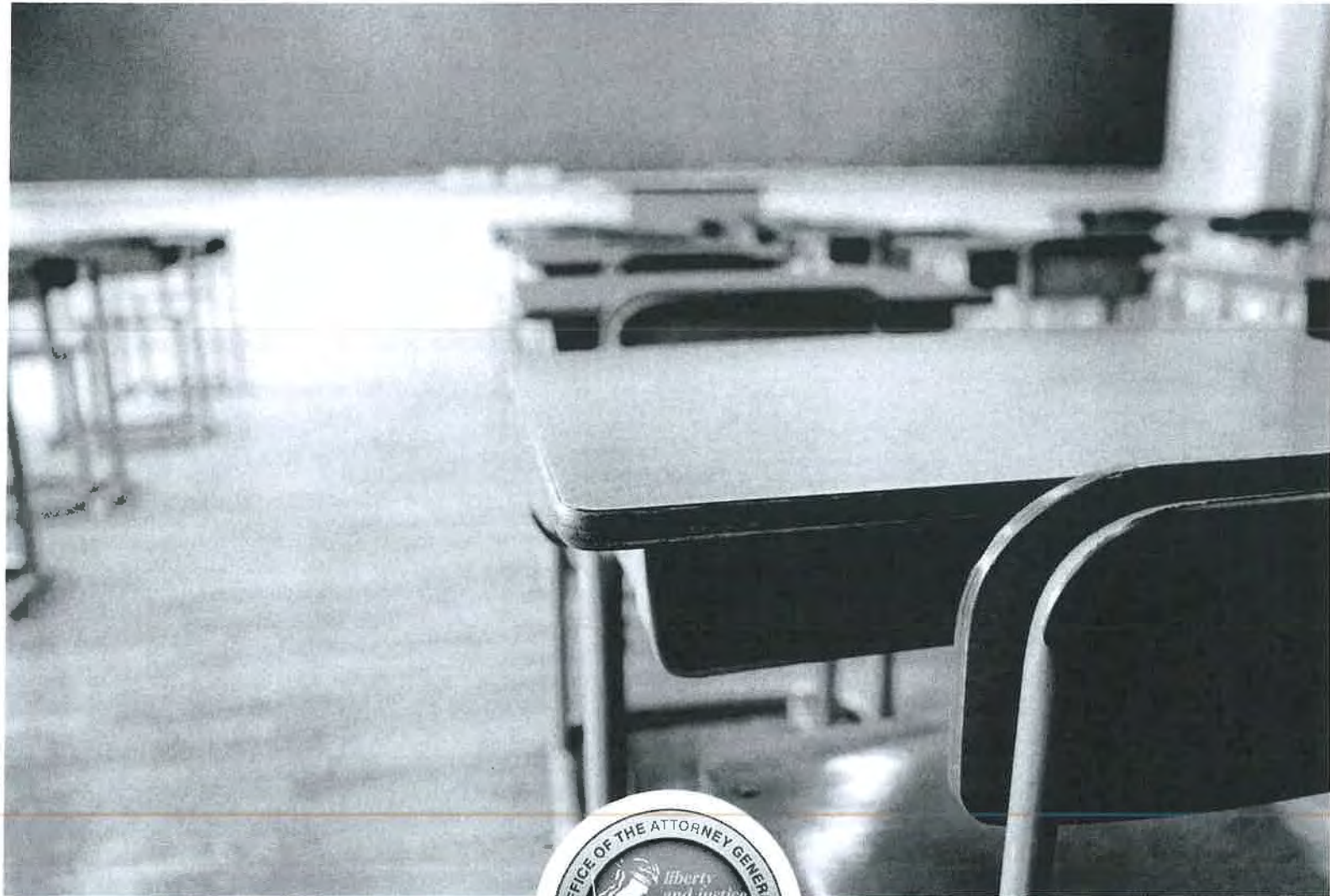
Sincerely,

LIZ SALDIVAR
Director of External Affairs

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Quick Reference for School Officials



Xavier Becerra
California Attorney General
April 2018

What to do if an immigration-enforcement officer comes to your school?

1. Notify the designated local educational agency administrator of the request.
2. Advise the immigration officer that, before proceeding with the request, and absent exigent circumstances, you must first receive direction from the local educational agency administrator.
3. Ask to see, and make a copy of or note, the officer's credentials (name and badge number), and the phone number of his/her supervisor.
4. Ask the officer for his/her reason for being on school grounds and document it.
5. Ask the officer to produce any documentation that authorizes school access.
6. Make a copy of all documents provided by the officer.
7. If the officer declares that exigent circumstances exist and demands immediate access to the school, comply with his/her orders and immediately alert the local educational agency administrator.
8. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the immigration-enforcement officer has:
 - **an ICE (Immigrations and Customs Enforcement) administrative warrant** or a **subpoena for production of documents or other evidence**, inform the officer that you cannot consent to any request without first consulting with the local educational agency's legal counsel or other designated administrator.
 - **a federal judicial warrant** (search-and-seizure warrant or arrest warrant), prompt compliance with such a warrant is usually legally required. If feasible, consult with your legal counsel or designated local educational agency administrator before providing the officer access to the person or materials specified in the warrant.
9. While you should not consent to access by an immigration enforcement officer unless he/she declares exigent circumstances or has a federal judicial warrant, do not attempt to physically impede an officer, even if he/she appears to lack authorization to enter. If an officer enters the premises without consent, document his/her actions while on campus.
10. After the encounter with the officer, promptly take written notes, including the following:
 - ✓ List or copy of the officer's credentials and contact information;
 - ✓ Identity of all school personnel who communicated with the officer;
 - ✓ Details of the officer's request;
 - ✓ Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
 - ✓ Your response to the officer's request;
 - ✓ Any further action taken by the officer; and
 - ✓ Photo or copy of any documents presented by the officer.

11. Notify parents or guardians as soon as possible (unless prevented by a judicial warrant or subpoena), and do so before an officer questions or removes a student for immigration-enforcement purposes (unless a judicial warrant has been presented).
12. Provide a copy of those notes, and associated documents collected from the officer, to the local educational agency's legal counsel, Superintendent, or other designated administrator.
13. E-mail the Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes.

What to do if an immigration-enforcement officer requests personal information about a student or his/her family members?

- ***Avoiding unauthorized information disclosure:*** Do not disclose information that might indicate a student's or family's citizenship or immigration status without consent of the parents, guardians, or students (if the student is 18 years of age or over), unless the information is for a legitimate educational purpose or is in response to a court order or subpoena. Providing information about a student's or family's citizenship or immigration status to immigration authorities for immigration-enforcement purposes is not for a legitimate educational purpose under federal or state law.
- ***Procedure for responding to all information requests:*** Take the following action steps if you receive any information request related to a student's or family's immigration or citizenship status that is not supported by a judicial warrant or court order:
 - ✓ Notify a designated local educational agency administrator about the information request.
 - ✓ Provide students and families with appropriate notice and a description of the immigration officer's request.
 - ✓ Document any verbal or written request for information by immigration authorities.
 - ✓ Provide students and parents/guardians with any documents issued by the immigration-enforcement officer.
- ***Responding to court documents requesting student or family information:*** Notify the parents or guardians if you receive a court order, subpoena, or warrant requesting information regarding a student or family member, unless: (1) the warrant or subpoena concerns an investigation of child abuse, child neglect, or child dependency, or (2) the subpoena prohibits disclosure.
- ***Secure written consent from the parent/guardian/adult student before releasing information:*** You must get written parental or guardian consent for release of student information, unless the information is relevant for a legitimate educational interest or includes directory information only. Because neither exception permits disclosing

information to immigration authorities for immigration-enforcement purposes, no student information shall be disclosed to immigration authorities for immigration-enforcement purposes without written consent from a parent, guardian, or student (if over 18 years of age or in a postsecondary institution), or a court order or judicial subpoena.

The written consent for release of student information must include the following:

1. A description of the information to be released;
2. The reason for release of information;
3. The parties or type of parties receiving the information;
4. If requested by the parents, guardians or student (if the student is 18 years of age or older or in a postsecondary institution), a copy of the records to be released; and
5. Date and signature of the parent, guardian, or student (if 18 years of age or older or in a postsecondary institution) consenting to the release of information.

Please Note: The parent, guardian, or student (if over 18 years of age or in a postsecondary institution) is not required to sign the consent form. Therefore, you cannot release the information if the parent, guardian, or student (if over 18 years of age or in a postsecondary institution) refuses to provide written consent for its release.

Once the parent, guardian, or adult student signs and dates the consent form, keep the consent notice with the record file. Also, notify the recipient of the student/family information that further transmission of the information to other individuals is prohibited, without the written consent of the parent/guardian/student (if 18 years of age or older).

Board Approved:

Month Year								<input type="checkbox"/> End of Progress Report Period <input type="radio"/> Reports Sent Home <input type="triangle"/> End of Trimester Report Period	Days of Instr	Certificated Employee Workdays
	S	M	T	W	Th	F	S			
JUL 2018	1	2	3	4	5	6	7	July 4 Independence Day Holiday		
AUG	5	6	7	8	9	10	11	Aug. 13 Teacher work day Aug. 14 Teacher work day Aug. 15 First Day of School	13	15
SEPT	2	3	4	5	6	7	8	Sept. 3 Labor Day Holiday - No School Sept. 10 Local Holiday (Rosh Hashanah) - No School Sept. 13 Early Release Day Sept. 27 Early Release Day/ day 30	18	18
OCT	7	8	9	10	11	12	13	Oct. 5 No School for Students - Parent Conferences Progress Reports Given at Conference Oct. 11 Early Release Day Oct. 25 Early Release Day	22	23
NOV	4	5	6	7	8	9	10	Nov. 8 59th day of school - End of 1st Trimester Nov. 12 Veterans' Day Holiday - No School Nov. 20 1st Trimester Report Cards Sent Home Nov. 21-23 Thanksgiving Break - No School	18	18
DEC	2	3	4	5	6	7	8	Dec. 13 Early Release Day Dec. 24 - Jan. 4 Winter Break - No School	15	15
JAN 2019	6	7	8	9	10	11	12	Jan. 7 School Resumes Jan. 10 90th day of school - 2nd Trimester Progress Jan. 10 Early Release Day Jan. 21 Martin Luther King Holiday - No School Jan. 22 Progress Reports Sent Home Jan. 24 Early Release Day	18	18
FEB	3	4	5	6	7	8	9	Feb. 7 Early Release Day Feb. 11 Lincoln's Day Observed - No School Feb. 18 President's Day Observed - No School Feb. 21 Early Release Day Feb. 25 Day 119 & End of 2nd Trimester	18	18
MAR	3	4	5	6	7	8	9	Mar. 6 2nd Trimester Report Cards Sent Home Mar. 7 Early Release Day Mar. 18-22 Spring Break - No School	16	16
APR	7	8	9	10	11	12	13	Apr. 11 Early Release Day Apr. 16 150th day of school - 3rd Trimester Progress Apr. 19 & 22 Local Holiday (Easter) - No School Apr. 25 Early Release Day Apr. 29 Progress Reports Sent Home	20	20
MAY	5	6	7	8	9	10	11	May 9 Early Release Day May 27 Memorial Day Holiday - No School May 29 Early Release Day May 30 Minimum Day May 31 Minimum Day Last day of school 3rd Trimester Report Cards Sent Home	22	22
JUNE	2	3	4	5	6	7	8		0	0
									180	183

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180509-1 RESOLUTION
Gravenstein Union School District

On motion by _____, seconded _____, the resolution set forth below was adopted by the following vote:
AYES: _____ NOES: _____ ABSENT: _____

SPECIFICATIONS OF THE ELECTION ORDER

RESOLVED, that pursuant to Education Code Sections 5304 and 5322 – the authority for the specifications of the election order – I hereby specify the following with respect to the governing board member election in the _____ School District.
GUSD

Date of Election: November 6, 2018
Purpose of Election: To elect 3 member(s) to serve the 2018-2022 full term (term ending 2022)
member(s) to serve the 2018-2020 short term (term ending 2020)

***Term of Office to be Filled (Check One)**

Name of Current Incumbent	*Term of Office to be Filled (Check One)	
	2-Year (To complete the 2016-2020 term)	4-Year (2018-2022)
Jim Horn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gregory Appling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jennifer Koelemeijer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

*Four-year terms on the governing board are staggered. The November 6, 2018 election will fill regular openings on the governing board for the 2018-2022 term as well as filling current 2016-2020 term vacancies, or those previously filled by appointment. If a vacancy has been filled during the first 2 years of a term, candidates must file for election to complete that term. If a vacancy has been filled during the last 2 years of a term, candidates will file for the new 4-year term.

IT IS HEREBY RESOLVED, that the GUSD School District will hold an election on November 6, 2018 to elect member(s) to the governing board as listed in the Specifications of the Election Order.

STATEMENT OF QUALIFICATIONS/THE VOTE

THAT the * (candidate district) is responsible for cost incurred in publishing a Statement of Qualifications if such a statement is desired. If payment is the responsibility of the candidate, each candidate will pay the cost of publication * (before after) the statement is printed in the voter pamphlet portion of the sample ballot. Payments for statements are to be made to the district. Following the election, the district will be billed for all costs incurred in conducting the district's election. Statements shall not exceed * (200 400) words, based on standard word count.

THAT any tie vote which results in said election will be resolved by * (run off drawing lots).
* Select one option

CLERK'S CERTIFICATION

I hereby certify that the foregoing is a full, true and correct excerpt from the minutes of the governing board of said school district, pertaining to the adoption of the above resolution, at a meeting held on May 9, 2018.

Clerk, Governing Board
School District



V D

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2018-19
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Gravenstein Union School District District CDS Code: 70714

Name of County: Sonoma County County CDS Code: 49

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 09 / 18 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Jennifer Schwinn</u>	<u>[Signature]</u>	<u>Superintendent</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>707/823-2108</u>	<u>707/823-7008</u>	_____
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>3840 Twig Ave, Sebastopol, CA 95472</u>		
<small>Mailing Address</small>		
<u>jschwinn@grav.k12.ca.us</u>		
<small>Email Address</small>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
<input checked="" type="checkbox"/> Resource Specialist	<u> 1 </u>
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	3
Special Education	1
TOTAL	5

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university intern program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an intern program.

If no, explain why you do not participate in an intern program.
The District has not had the need to. The District will explore this possibility for the future

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Gravenstein Union School District

Administrative Regulation

Sexual Harassment

AR 5145.7

Students

***Note: For purposes of suspension and expulsion, Education Code 48900.2 defines sexual harassment as conduct, when considered from the perspective of a reasonable person of the same gender as the victim, that 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. See AR 5144.1 - Suspension and Expulsion/Due Process. ***

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

***Note: The following list contains common examples of sexual harassment from the U.S. Department of Education's Office for Civil Rights' (OCR) April 2011 Dear Colleague Letter: Sexual Violence, its January 2001 publication Revised Sexual Harassment Guidance, and definitions specified in 5 CCR 4916. ***

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

School-Level Complaint Process/Grievance Procedure

***Note: In its April 2011 Dear Colleague Letter: Sexual Violence and January 2001 Revised Sexual Harassment Guidance, OCR acknowledges that procedures adopted by districts to address student harassment complaints will vary considerably depending on a number of factors, including the size of the district. Items #1-8 below reflect the factors relied on by OCR to ensure that a district's procedures are "prompt and equitable" and are effective in remedying sexual harassment and preventing recurrence. ***

***Note: While OCR requires prompt resolution of complaints, neither the law nor OCR delineates specific time frames. OCR also recommends that the district's procedure include designated and reasonably prompt timelines for the major stages of the complaint process. The timelines suggested below will normally be sufficient to comply with OCR's Guidance; however, OCR acknowledges that whether a complaint is considered "prompt" may vary depending on the seriousness and complexity of the circumstances. ***

***Note: Pursuant to 34 CFR 106.8, the district is required to designate a person(s) responsible for the overall implementation of the requirements of Title IX, including the receipt of complaints. For language designating a district Coordinator for Nondiscrimination, see BP 5145.3 - Nondiscrimination/Harassment.

Depending on the size and structure of the district, sexual harassment complaints may be investigated either by the Coordinator or principal at the applicable school site, in which case the Coordinator would be responsible for overall coordination and oversight to ensure consistency across the district. The following section should be revised to reflect the title of the position responsible for investigation of sexual harassment complaints. ***

***Note: The following optional grievance procedure, including any applicable timelines, is based on OCR recommendations and may be revised to reflect district practice. ***

Complaints of sexual harassment, or any behavior prohibited by the district's Nondiscrimination/Harassment policy - BP 5145.3, shall be handled in accordance with the following procedure:

1. **Notice and Receipt of Complaint:** Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall report it to the district Coordinator for Nondiscrimination/Principal. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the Coordinator/Principal, whether or not the victim files a complaint.

In any case of sexual harassment involving the Coordinator/Principal to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall instead report to the Superintendent or designee.

***Note: In its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that districts may have an obligation to respond to student-on-student sexual harassment which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment for the victim at school. ***

2. **Initiation of Investigation:** The Coordinator/Principal shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving notice of the harassing behavior, regardless of whether a formal complaint has been filed. The district shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student's parent/guardian, an employee who received a complaint from a student, or any employee or student who witnessed the behavior.

***Note: According to the OCR's Guidance, while the nature and extent of the district's investigation may be limited if the student wishes to remain anonymous or decides to not file a complaint, the district must still take all feasible steps to respond to harassment of which it has notice. ***

If the Coordinator/Principal receives an anonymous complaint or media report about alleged sexual harassment, he/she shall determine whether it is reasonable to pursue an investigation considering the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged harassment.

3. **Initial Interview with Student:** When a student or parent/guardian has complained or provided information about sexual harassment, the Coordinator/Principal shall describe the district's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the harassment, and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.
4. **Investigation Process:** The Coordinator/Principal shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

The Coordinator/Principal shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned as having relevant information. The Coordinator/Principal may take other steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place.

When necessary to carry out his/her investigation or to protect student safety, the Coordinator/Principal also may discuss the complaint with the Superintendent or designee, the parent/guardian of the student who complained, the parent/guardian of the alleged harasser if the alleged harasser is a student, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth, law enforcement and/or child protective services, and district legal counsel or the district's risk manager.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

5. **Interim Measures:** The Coordinator/Principal shall determine whether interim measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.
6. **Optional Mediation:** In cases of student-on-student harassment, when the student who complained and the alleged harasser so agree, the Coordinator/Principal may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator, or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.

(cf. 5138 - Conflict Resolution)

7. **Factors in Reaching a Determination:** In reaching a decision about the complaint, the

Coordinator/Principal may take into account:

- a. Statements made by the persons identified above
- b. The details and consistency of each person's account
- c. Evidence of how the complaining student reacted to the incident
- d. Evidence of any past instances of harassment by the alleged harasser
- e. Evidence of any past harassment complaints that were found to be untrue

To judge the severity of the harassment, the Coordinator/Principal may take into consideration:

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The identity, age, and sex of the harasser and the student who complained, and the relationship between them
 - d. The number of persons engaged in the harassing conduct and at whom the harassment was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different students
8. **Written Report on Findings and Follow-Up:** No more than 30 days after receiving the complaint, the Coordinator/Principal shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator/Principal shall notify the student who complained and explain the reasons for the extension.

***Note: In its September 2008 publication, *Sexual Harassment: It's Not Academic*, OCR states that the appropriate steps and responsive measures to remedy a violation should be tailored to the specific situation. Examples of appropriate measures might include the development of new policies, counseling, training, separating the victim and the harasser, or providing services to the student who was harassed, such as tutoring or grade adjustment. ***

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If it is determined that harassment occurred, the report shall also include any corrective actions that have or will be taken to address the harassment and prevent any retaliation or further harassment. This report shall be presented to the student who complained, the person accused, the parents/guardians of the student who complained and the student who was accused, and the Superintendent or

designee.

In addition, the Coordinator/Principal shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. The Coordinator/Principal shall make follow-up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

***Note: Government Code 12950.1 requires any district with 50 or more employees to provide two hours of sexual harassment training and education to supervisory employees once every two years. See AR 4119.11/4219.11/4319.11 - Sexual Harassment. In addition, in its April 2011 Dear Colleague Letter: Sexual Violence, OCR underlies the importance of training in preventing and responding to sexual harassment and encourages districts to provide training to all segments of the school community. ***

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Disseminating and/or summarizing the district's policy and regulation regarding sexual harassment

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

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action

In addition, disciplinary measures may be taken against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.

(cf. 4118 - Suspension/Disciplinary Action)

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

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

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

Notifications

***Note: In its January 2001 Revised Sexual Harassment Guidance, OCR states that a procedure for sexual harassment complaints cannot be prompt or equitable unless it is widely disseminated and written in language appropriate to the age of the school's students so that students understand how it works. Examples include having copies of the procedures available throughout the school, publishing the procedures in the student handbook, and identifying individuals who can explain how the procedure works. ***

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, including school web sites (Education Code 231.5)
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

***Note: Items #5 and #6 below are optional. ***

5. Be referenced in the student handbook
6. Be provided to employees and employee organizations

(11/01 3/09) 3/12

**Adopted: May 10, 2006
February 12, 2014**

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, CA**

VI D

CSBA Sample Administrative Regulation Sexual Harassment

AR 5145.7
Students

Note: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are mandated to designate an employee to ensure district compliance with Title IX of the Education Amendments of 1972 and its implementing regulations, including the investigation of complaints alleging sex discrimination. The following paragraph specifies the position designated as the district's Title IX Coordinator and compliance officer for purposes of complaints alleging sex discrimination, including sexual harassment, filed under AR 1312.3 - Uniform Complaint Procedures. To designate separate district employees to serve these functions, the district should modify the following paragraph accordingly.

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

(title or position)

(address)

(telephone number)

(email)

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Education Code 212.5 defines sexual harassment as any unwelcome sexual advance, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone in the educational setting. For purposes of suspension and expulsion, Education Code 48900.2 defines sexual harassment as conduct, when considered from the perspective of a reasonable person of the same gender as the victim, that 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 for the victim. See AR 5144.1 - Suspension and Expulsion/Due Process.

Note: Under the U.S. Department of Education's Office for Civil Rights (OCR) 2001 Revised Sexual Harassment Guidance interpreting Title IX, sexual harassment is unwelcome conduct of a sexual nature. A hostile environment is created when the conduct is sufficiently serious that it denies or limits a student's ability to participate in or benefit from the school's program based on sex. OCR considers the conduct from both the subjective perspective of the individual who was harassed and from the perspective of a reasonable person with the same characteristics as the victim.

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Note: The following list contains common examples of sexual harassment from the OCR's January 2001 Revised Sexual Harassment Guidance and definitions specified in 5 CCR 4916.

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation

4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

Reporting Process and Complaint Investigation and Resolution

Note: The following reporting process details site-level steps to be taken by students and others for reporting sexual harassment incidents. In its January 2001 Revised Sexual Harassment Guidance, OCR acknowledges that procedures adopted by districts to address student harassment complaints will vary considerably depending on a number of factors, including the size of the district.

Note: Pursuant to Education Code 231.5, the district's policy must contain information on where to obtain the specific procedure for reporting incidents of sexual harassment and pursuing available remedies. In addition, 34 CFR 106.8 requires a district to adopt and publish a complaint procedure providing for a "prompt and equitable" resolution of student complaints alleging sexual harassment. To avoid confusion that may arise from having a multiplicity of complaint processes for resolving a variety of student complaints, it is recommended that districts use their uniform complaint procedures (UCP) to investigate and resolve sexual harassment complaints involving students and to track complaints through a districtwide system. See AR 1312.3 - Uniform Complaint Procedures for details of these procedures.

Any student who believes that he/she has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly

encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures. Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Confidentiality

Note: Pursuant to 5 CCR 4964, districts are required to keep complaints and allegations of sexual harassment confidential, except when disclosure is necessary to further the investigation, other needed remedial action, or ongoing monitoring.

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

***Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records such as the description of the

corrective actions taken in response to a complaint of sexual harassment. Thus, districts are advised to consult legal counsel in determining what information must be included in the final written decision sent to the complainant and what information must not be included.***

Note: In determining what information to include and not include in the final written decision for complaints regarding sexual harassment, districts should be aware that current law (20 USC 1221) states that nothing in FERPA is to "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." OCR has interpreted these provisions to mean that FERPA permits a district to disclose to a student, who was subjected to sexual harassment, certain information about the sanctions imposed upon the offender when the sanctions directly relate to the student. For instance, if properly remedying the impact of sexual harassment would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., a stay away order), OCR would require the district to disclose that information.

Note: OCR's Revised Sexual Harassment Guidance indicates that if a complainant in a sexual harassment case requests that his/her name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. However, in all instances, the district must continue to ensure that it provides a safe and nondiscriminatory environment for all students. If there is a high risk of harm to the complainant or others (e.g., if the district has information that the alleged perpetrator is a repeat offender) and the district cannot respond adequately to the risk without disclosing the complainant's identity, then in such limited circumstances the district may be required to investigate the incident and disclose the complainant's identity. If the district determines that it will respect the confidentiality request, it should nevertheless take all reasonable steps to investigate and respond to the complaint. Such steps may include limited investigative activities that do not require the district to reveal the complainant's identity; providing services to the complainant, such as counseling services; providing increased monitoring, supervision, or security at locations or activities where the misconduct occurred; providing training and education materials for students and employees; or changing and publicizing the district's policies on sexual violence.

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)

Response Pending Investigation

Note: The following reporting process may be revised to reflect district practice. In its Q&A on Campus Sexual Misconduct, OCR cautions that schools are responsible for redressing a hostile environment that occurs on campus even if it relates to off-campus activities.

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

Notifications

Note: In its January 2001 Revised Sexual Harassment Guidance, OCR states that a procedure for sexual harassment complaints cannot be prompt or equitable unless it is widely disseminated and written in language appropriate to the age of the school's students. Examples include having a copy of the procedures available throughout the school, publishing the procedures in the student handbook, and identifying individuals who can explain the procedure.

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

Note: In its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate the contact information for current compliance officer(s) to students, parents/guardians, and employees. Item #2 below may be modified to reflect the means used by the district to disseminate its sexual harassment policy and regulation.

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

Note: Items #5 and #6 below are optional.

5. Be included in the student handbook

6. Be provided to employees and employee organizations

(10/14 7/15) 9/16

Reference for BP/AR
updates

V F

Update Guidesheets

March 2018 Update Guidesheet

27.50

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

Uniform Complaint Procedures

(BP/AR revised) Policy updated to list all state and federal programs subject to the uniform complaint procedures (UCP) as specified in the Federal Program Monitoring Instrument, reflect NEW LAW (AB 699) which includes immigration status as a prohibited basis for discrimination, and reflect NEW LAW (AB 365) which authorizes the use of UCP for alleged noncompliance with certain educational rights of children of military families. Policy also revised to clarify that, although complaints of employment discrimination are not subject to UCP, the district has an obligation to investigate such complaints using other district procedures. Regulation updated to reflect a requirement in AB 365 that the annual UCP notice include the educational rights of children of military families. Regulation also clarifies that any individual, public agency, or organization may file a complaint alleging violation of law regarding applicable state or federal programs, and deletes references to Office of Civil Rights resources on sexual violence which have been withdrawn.

See BP 1312.3

See AR 1312.3



Federal Grant Funds

(AR revised) Regulation updated to clarify that any federal formula or discretionary grant funds awarded to the district, including a federally funded child nutrition program according to NEW LAW (SB 544), must comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Regulation also reflects NEW FEDERAL REGULATION (82 Fed. Reg. 22609) which delays, until July 1, 2018, the date by which districts must comply with the procurement standards in the Uniform Guidance.

See AR 3230

Integrated Pest Management

(AR revised) Regulation updated to clarify the applicability of integrated pest management requirements to child care facilities, delete an outdated date by which the annual training requirement became effective, and add requirement for pesticide-specific training. Regulation also reflects NEW STATE REGULATION (Register 2017, No. 45) which prohibits growers from making certain agricultural pesticide applications within one-quarter mile of a school site between 6:00 a.m. and 6:00 p.m. on weekdays and requires such growers to annually notify the principal regarding pesticides it expects to use during the year.
See AR 3514.2



Food Service Operations/Cafeteria Fund

(BP/AR revised) Policy updated to reflect NEW LAW (SB 250) which requires districts to make their meal charge policy public and ensure that students with unpaid meal fees are not shamed or treated differently than other students. Section on "Procurement of Foods, Equipment, and Supplies" reflects NEW LAW (SB 730) which requires the California Department of Education (CDE) to provide information about the Buy American provision, NEW LAW (AB 822) which requires a preference for California-grown agricultural products with specified exceptions, and NEW LAW (SB 544) which clarifies that procurements in federally funded nutrition programs are subject to the procurement standards of the federal Uniform Guidance. Regulation updated to reflect provisions of SB 250 which require districts to notify parents/guardians within 10 days of a negative balance in their child's school meal account and to exhaust all options to enroll the student in the free and reduced-price meal program if he/she is eligible. Regulation also adds new section reflecting NEW LAW (SB 557) which authorizes donation of unused, unopened foods to a food bank or other nonprofit charitable organization.
See BP 3551
See AR 3551



Free and Reduced Price Meals

(BP/AR revised) Policy updated to reflect NEW LAW (SB 138) which requires districts to apply by September 1, 2018, for a federal universal meal service for "very high poverty schools," as defined, for the purpose of providing breakfast and/or lunch free of charge to all students enrolled at the school. An exception

exists for districts whose board adopts a resolution stating the district is unable to comply due to fiscal hardship. Regulation updated to reflect a provision of SB 138 which requires direct certification of students' eligibility for free or reduced-price meals based on their Medi-Cal participation. In both BP and AR, section related to confidentiality and allowable purposes for sharing students' free and reduced-price meal eligibility information revised to reflect the elimination of Title I program improvement.

See BP 3553

See AR 3553

Recruitment and Selection

(BP revised) Policy updated to expand discussion of possible recruitment incentives, including subsidized housing programs for teachers and other employees and NEW LAW (AB 99) which establishes the California Educator Development grant program to assist districts with attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders. Policy also reflects NEW LAW (AB 168) which prohibits districts from seeking salary history information about an applicant and from relying on salary history information as a factor in determining whether to offer employment or the salary to offer an applicant, unless the salary information is disclosable under state or federal law or the applicant voluntarily discloses the information without prompting.

See BP 4111/4211/4311

Sexual Harassment

(BP/AR revised) Policy updated to provide a strong statement of the board's commitment to provide a safe work environment that is free of sexual harassment and intimidation and to align the process for filing complaints of sexual harassment with AR 4030 - Nondiscrimination in Employment. Regulation updated to reflect NEW LAW (SB 396) which requires districts to post a Department of Fair Employment and Housing poster on transgender rights and, if the district has 50 or more employees, to provide training to supervisors regarding harassment based on gender identity, gender expression, and sexual orientation.

See BP 4119.11/4219.11/4319.11

See AR 4119.11/4219.11/4319.11

Personal Illness/Injury Leave

(AR revised) Regulation updated to reflect NEW LAW (SB 63) which extends the requirement to grant parental leave to an eligible employee for the purpose of bonding with a child after the birth, adoption, or foster care placement of the child to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed. Regulation also updated to reflect NEW LAW (SB 731) which entitles an employee who is a military veteran or current member of the California National Guard or federal reserve component to 10 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later.

See AR 4161.1/4361.1

Family Care and Medical Leave

(AR revised) Regulation updated to reflect NEW LAW (AB 1556) which deletes gender-specific references with regard to pregnancy disability leave and clarifies that all employees are protected against pregnancy discrimination regardless of their gender identity. Regulation also reflects NEW LAW (SB 63) which extends the requirement to grant parental leave to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

See AR 4161.8/4261.8/4361.8

Personal Illness/Injury Leave

(AR revised) Regulation updated to reflect NEW LAW (SB 63) which extends the requirement to grant parental leave to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed. Regulation also updated to reflect NEW LAW (SB 731) which entitles an employee who is a military veteran or current member of the California National Guard or federal reserve component to 12 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later.

See AR 4261.1



Student and Family Privacy Rights

(BP/AR revised) Policy updated to add options formerly in AR regarding the disclosure of students' personal information for marketing purposes. Policy also reflects state law which prohibits the collection of social security numbers or the last four digits of social security numbers for such purposes and NEW LAW (AB 699) which prohibits the collection of information regarding the citizenship or immigration status of students or their families. Regulation reflects NEW LAW (AB 677) which prohibits the removal of questions pertaining to sexual orientation and/or gender identity from a voluntary survey that already contains such questions.

See BP 5022

See AR 5022

Parental Notifications

(BP/E revised) Policy updated to reflect federal law applicable to districts participating in certain federal programs which requires that parental notifications be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand. Policy also revised to reflect state law requiring that parental notifications be written in the primary language, in addition to English, whenever 15 percent or more of the students enrolled in a school speak a single primary language other than English. Exhibit updated to reflect notices required by NEW LAW, including notices related to students' right to a free public education regardless of immigration status or religious beliefs (AB 699), the employee code of conduct related to employee interactions with students (AB 500), the district's meal payment policy (USDA Memorandum SP-23-2017), a student's identification as a long-term English learner (AB 81), a negative balance in a student's meal account (SB 250), educational rights of children of military families (AB 365), and any excessive level of lead found in drinking water (AB 746). Two legal cites renumbered pursuant to federal law and regulations.

See BP 5145.6

See E 5145.6

Student Assessment

(BP revised) Policy updated to reflect NEW LAW (AB 1035) which addresses the use and purpose of interim and formative assessments that are part of the California Assessment of Student Performance and Progress, prohibits their use for high-stakes purposes as defined, and requires that teachers who administer the assessments have access to all pertinent functions and information.

See BP 6162.5



Title I Programs

(BP revised) Policy updated to address (1) the requirement to use federal Title I funds to supplement, not supplant, funds available from state and local sources; (2) use of the district's local control and accountability plan to fulfill requirements for the Title I local educational agency plan; and (3) methods for demonstrating the comparability of services between Title I and non-Title I schools. Regulation updated to reflect amendments by the Every Student Succeeds Act related to schoolwide programs, targeted assistance programs, and participation by private school students.

See BP 6171

See AR 6171

CSBA Sample Administrative Regulation Federal Grant Funds

No GUSD AR 3230
currently

AR 3230
Business and Noninstructional Operations

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, which governs the use of federal formula and discretionary grant funds awarded to districts. Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is mandated to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs.

Note: Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), clarifies that districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326.

Note: It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Note: 2 CFR 200.302 mandates that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be

allocated to the federal grant.

(cf. 3350 - Travel Expenses)

Note: Pursuant to Education Code 42126, which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures and reflects the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)
(cf. 3314 - Payment for Goods and Services)

Period of Performance

Note: Pursuant to 2 CFR 200.343, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

Note: 2 CFR 200.110, as amended by 82 Fed. Reg. 22609, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, 2018 or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are mandated by 2 CFR 200.110 to document this decision in their procurement policies and should revise the following paragraph accordingly.

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into

an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 mandates that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out of the procurement process.

Note: The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

Note: 2 CFR 200.67 permits districts to establish simplified procurement procedures for "micro-purchases," as described in item #1 below. Pursuant to 48 CFR 2.101, the threshold for such purchases is \$3,500 except as otherwise specified, and will be periodically adjusted for inflation. Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

Note: The "small purchases" limit under the Uniform Guidance (item #2 below) is \$150,000. However, the more restrictive California bid limits in Public Contract Code 20111 and district procurement policies must be applied to define the "small purchase" requirements.

Note: Any purchases above the California bid limits (see BP/AR 3311 - Bids) must follow California law.

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from

bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

Note: 2 CFR 200.213 restricts districts from procuring goods or services from entities that have been suspended or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management web site to determine whether a particular entity has been excluded.

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

Note: 2 CFR 200.319 mandates that districts have written procedures for procurement transactions that include the following components.

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall

identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, and inventory of the equipment and continued use of the equipment after the program ceases to be supported by federal funds.

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

Note: 2 CFR 200.318 mandates that districts maintain written standards of conduct covering conflicts of interest and the performance of employees engaged in the selection, award, and administration of contracts.

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

Note: Pursuant to 2 CFR 200.302, districts are mandated to develop written procedures to implement the requirements of 2 CFR 200.305.

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513. District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Note: Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or

demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

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No AR 3551 GUSD
currently

CSBA Sample

Administrative Regulation

Food Service Operations/Cafeteria Fund

AR 3551
Business and Noninstructional Operations

Note: Districts that have one or more high-poverty schools operating under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school, should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.

Payments for Meals

Note: State and federal law (Education Code 49550; 42 USC 1758, 1773) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. California Department of Education (CDE) Nutrition Services Division Management Bulletin SNP-06-2015 clarifies that districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.

Note: In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. Districts that choose to do so may modify the following paragraph accordingly. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

Note: The following section includes recommendations of the CDE's Nutrition Services Division Management Bulletin and the USDA's "FAQs About School Meals" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)

Note: The CDE's program monitoring process (the Administrative Review) requires districts to continually notify parents/guardians of district policies regarding meal payments, including charge accounts and alternate meals if applicable. Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.

Note: According to the USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

***Note: The following optional paragraph may be revised to reflect district practice. According to the USDA's "FAQs About School Meals," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are

distributed or approved; (2) issues at least one advance warning to the student or his/her parent/guardian prior to refusing to issue a replacement ticket; and (3) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, the USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.***

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

Note: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program.

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program are mandated to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.

Note: Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), the district must notify parents/guardians within 10 days of a negative balance in their child's school meal account. Prior to sending the notification to the parent/guardian, the district must exhaust all options and methods to certify the student for free or reduced-price meals. The district is required to reimburse meal fees paid by the parent/guardian during any time that the student would have been eligible for free or reduced-price meals, to the extent that the expense is reimbursable under the National School Lunch Program.

Note: At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

Note: Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), prohibits the use of a debt collector to collect unpaid school meal fees.

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

Note: The following optional paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017.

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Note: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletins SNP 06-2015 and SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

Note: The following section is optional and may be revised to reflect district practice. Health and Safety Code 114079, as amended by SB 557 (Ch. 285, Statutes of 2017), authorizes districts to provide "sharing tables" where food service staff, students, and faculty may return appropriate food items which may then be shared with other students or donated to a food bank or any other nonprofit charitable organization.

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

Note: Education Code 38091 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Note: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Note: Pursuant to 7 CFR 210.7 and 220.14, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. The spending plan developed by the district under such circumstances must be approved by the CDE.

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

U.S. Department of Agriculture Foods

Note: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from the USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools. Pursuant to 42 USC 1758, USDA must ensure that foods offered through this program reflect the most recent Dietary Guidelines for Americans.

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

Note: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts in the district; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services,

including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

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**CSBA Sample
Board Policy
Food Service Operations/Cafeteria Fund**

No GUSD BP 3551
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BP 3551
Business and Noninstructional Operations

Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program (42 USC 1751-1769j, 1773) are mandated to adopt policy addressing delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

Note: Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to construct buildings. Revenues also may not be used to purchase land or buildings, unless otherwise approved by the USDA. Authorized expenditures are defined in the California Department of Education's (CDE) California School Accounting Manual.

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

- (cf. 3100 - Budget)
- (cf. 3300 - Expenditures and Purchases)
- (cf. 3311 - Bids)
- (cf. 3550 - Food Service/Child Nutrition Program)
- (cf. 3552 - Summer Meal Program)
- (cf. 5030 - Student Wellness)

Note: Pursuant to 42 USC 1776, the USDA has established minimum professional standards for food service personnel. With approval from the CDE, more flexible standards may be used in districts with average daily attendance of less than 500 or in districts of any size when hiring a new acting food services director. For more information about professional standards for food service directors, see CDE's Nutrition Services Division Management Bulletin SNP-17-2016.

The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are required to receive annual training that (1) is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and (2) includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. The CDE provides online training that meets these requirements; see the CDE's web site.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP/AR 3553 - Free and Reduced Price Meals.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

Note: Pursuant to Education Code 38082, the Governing Board may adopt a resolution to authorize serving meals to additional persons other than those listed above. CDE's Nutrition Services Division Management Bulletin No. 00-111 states that the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals. The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Note: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias, or other costs determined by Board resolution, pursuant to Education Code 38100).

***Note: Students who meet federal eligibility criteria for the reduced-price meal program

cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin USDA-SNP-16-2012.***

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program are mandated to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate. Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must make the meal charge policy public.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified. In addition, Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Note: Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced Price Meals)

Cafeteria Fund

Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

Note: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

OPTION 1: The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

OPTION 2: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Note: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

Note: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of the CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or

management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

Note: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. This provision indicates that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to USDA Memorandum SP-24-2016, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Note: Limited exceptions to the Buy American requirement are described in USDA Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Note: Pursuant to Education Code 49563, as added by SB 730 (Ch. 571, Statutes of 2017), the CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Note: Pursuant to Food and Agriculture Code 58595, as added by AB 822 (Ch. 785, Statutes of 2017), a district that solicits bids for the purchase of an agricultural product must give preference for California-grown agricultural products, with certain conditions, as provided below.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Note: Pursuant to Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

Note: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years. See the CDE's nutrition services web site for a current list of documents that may be requested for the review.

Note: During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, unpaid meal charges, and guidelines for continually notifying parents/guardians of these policies.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract for services
49550-49564.5 Meals for needy students
49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD

Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent

Meal Payments, and Excess Student Account Balances, NSD Management Bulletin,

SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013
Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

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CSBA Sample

Board Policy

Free And Reduced Price Meals

BP 3553

Business and Noninstructional Operations

Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to needy students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) may receive a higher reimbursement rate for free and reduced-price meals than that provided for meals for noneligible students. In addition, state funding may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

Note: The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of the SBE before the start of the summer school session for which the waiver is sought. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Note: Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

Note: The following policy is mandated for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

Note: Pursuant to 42 USC 1759a, eligible schools may apply to receive meal reimbursements under a universal meal service provision (e.g., the Community Eligibility Provision or Provision 2), which provides breakfast and/or lunch free of charge to all students enrolled at the school. Education Code 49564, as added by SB 138 (Ch. 724, Statutes of 2017), requires any district with a "very high poverty school," defined as one that qualifies to receive the free meal rate in the Community Eligibility Provision, to apply to CDE by September 1, 2018 to operate under any federal universal meal service provision. A district may be exempted from this requirement if the Governing Board adopts a resolution stating that it is unable to comply due to fiscal hardship.

Note: If all district schools operate under a universal meal service provision, this policy and the accompanying regulation should be revised to delete references to reduced-price meals, student eligibility, and the application process.

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

Note: In order to be reimbursed for free and reduced-price meals, a school must meet federal and/or state nutritional guidelines in 7 CFR 210.10 and 220.8 and Education Code 49430 and 49430.7, as described in AR 3550 - Food Service/Child Nutrition Program.

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

Note: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program or Summer Food Service Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced-price meals. The following optional paragraph is for use by districts that choose to provide free milk to eligible students.

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

Note: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

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

(cf. 3555 - Nutrition Program Compliance)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

(cf. 5125 - Student Records)

Note: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the Board. Districts wishing to use free and reduced-price meal records for the following purposes are mandated by Education Code 49558 to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

(cf. 6162.51 - State Academic Achievement Tests)

Note: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES.

Note: Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I, Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

(cf. 6171 - Title I Program)

Note: According to Child Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining students' eligibility. The district may provide only the student's name and eligibility status unless the applicant consents to the sharing of additional information.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information with the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch

application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act of 1974
49547-49548.3 Comprehensive nutrition service
49550-49564.5 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act
6301-6576 Elementary and Secondary Education Act

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program
1771-1791 Child nutrition, especially:
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program
220.10-220.21 National School Breakfast Program
245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: Health, Food and Physical Activity Policy Resource Guide, 2012

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Direct Certification Implementation Checklist
Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
WEB SITES

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

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <http://cfpa.net>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

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GUSD

Board Policy

Free And Reduced Price Meals

BP 3553

Business and Noninstructional Operations

***Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to needy students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program may receive reimbursement for free and reduced-price meals at a higher rate than that provided for meals for noneligible students. In addition, state funding may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds. ***

***Note: The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education under the conditions described in Education Code 49548. Funding to support the provision of summer school meals is available through the Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program. ***

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

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

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer School)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

***Note: In order to be reimbursed for free and reduced-price meals, a school must meet federal and/or state nutritional guidelines in 7 CFR 210.10 and 220.8 as described in AR 3550 - Food Service/Child Nutrition Program. ***

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in

accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

***Note: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced-price meals. The following optional paragraph is for use by districts that choose to provide free milk to eligible students. ***

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

***Note: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not discriminated against in the implementation of the food services program. See the accompanying administrative regulation for plan requirements. ***

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential except as provided by law. (Education Code 49558)

***Note: The following paragraph is optional. According to CDE Management Bulletin NSD-SNP-12-2010, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining students' eligibility. The district may provide either the student's application or only the student's name and eligibility status. The CDE urges districts to develop agreements with other districts regarding how the data will be shared, transported, protected, and destroyed once its purpose for determining meal eligibility has been completed. ***

If a student transfers from the district to another district or to a private school, the Superintendent or designee may release the student's eligibility status or a copy of his/her free and reduced-price meal application to the other district or school to assist in the continuation of the student's meal benefits.

***Note: Districts wishing to use free and reduced-price meal records for these purposes are mandated to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access. ***

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data
2. In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of students eligible for school choice and supplemental educational services

(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 5125 - Student Records)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6171 - Title I Programs)

***Note: Pursuant to Education Code 49558, districts may release information on the National School Lunch Program application, under the conditions described below, to the local agency that determines eligibility under the Medi-Cal program. ***

The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medi-Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information in accordance with Education Code 49557.2.

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

- 48980 Notice at beginning of term
- 49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
- 49490-49494 School breakfast and lunch programs
- 49500-49505 School meals
- 49510-49520 Nutrition
- 49530-49536 Child Nutrition Act of 1974
- 49547-49548.3 Comprehensive nutrition service
- 49550-49562 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 20
1232g Federal Educational Rights and Privacy Act
6301-6514 Title I programs
UNITED STATES CODE, TITLE 42
1751-1769j School lunch program
1771-1791 Child nutrition, especially:
1773 School breakfast program
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.10-220.21 National School Breakfast Program
245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010

NSD-SNP-12-2010 Clarification Regarding the Ability to Share Student Meal Program Eligibility Information Between School Food Authorities, April 2010

04-103 Implementation of Final Rule on Verification of Applications for Free and Reduced-Price Meals, August 2004

98-101 Confidentiality of Free and Reduced-Price Eligibility Information, February 1998

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Feed More Kids, Improve Program Participation

Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility, January 2008

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES

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

California Department of Education, Nutrition Services Division:

<http://www.cde.ca.gov/ls/nu>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service:

<http://www.fns.usda.gov/cnd>

(11/04 11/07) 3/11

Board Adopted 11/9/11

GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California

CSBA Sample

Administrative Regulation

Free And Reduced Price Meals

AR 3553

Business and Noninstructional Operations

Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to low-income students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) and/or the State Meal Program (Education Code 49490-49494).

Applications

Note: The California Department of Education's (CDE) Management Bulletin USDA-SNP-07-2010 clarifies that it is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

Note: The following paragraph is optional. In addition to the paper application form described above, Education Code 49557 authorizes districts to make the application for free or reduced-price meals available online, provided that it complies with specified requirements.

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant,

and comply with other requirements specified in Education Code 49557.

*****Note:** According to the U.S. Department of Agriculture's Eligibility Manual for School Meals: Determining and Verifying Eligibility, households enrolling a new student after the start of the school year must also be provided an application and related materials. *******

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

*****Note:** Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's web site. *******

*****Note:** Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements. *******

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

*****Note:** In accordance with law, participants in certain state and federal programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified as eligible without further action or additional application. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data. *******

*****Note:** Pursuant to 42 USC 1758 and 7 CFR 245.6, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 and 7 CFR 245.6 also authorize, but do not require, districts to directly certify any student who is homeless, migratory, a foster youth, or enrolled in a Head Start program. Education Code 49562, as amended by SB 138 (Ch. 724, Statutes of 2017), also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals, beginning with participation data from the 2017-18 school year as

provided by CDE.***

Note: Further information about direct certification and eligibility is available in the USDA's Eligibility Guidance for School Meals Manual.

Note: Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action

to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

Note: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing district employees to use individual student records compiled in the administration of the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576. See the accompanying Board policy. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

Note: It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

(title or position)

In using the records for such purposes, the Superintendent or designee shall ensure that:
(Education Code 49558)

1. — No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.

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

3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

Prices

Note: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42 USC 1758 and 1773.

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

(3/16 7/16) 3/18

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Administrative Regulation

Free And Reduced Price Meals

AR 3553

Business and Noninstructional Operations

***Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to needy students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1758, 1773) and/or the State Meal Program (Education Code 49490-49494). ***

Applications

***Note: The California Department of Education's (CDE) Management Bulletin USDA-SNP-07-2010 clarifies that it is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish. Pursuant to 42 USC 1758, as amended by the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296), applicants may only be required to submit the last four digits of their social security numbers rather than the full number. Thus, the district should change its application accordingly. ***

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. In addition, the application packet may include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)
(cf. 5145.6 - Parental Notifications)

***Note: According to the U.S. Department of Agriculture's Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility, households enrolling a new student after the start of the school year must also be provided an application and related materials. ***

The form and information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

(cf. 1112 - Media Relations)

Eligibility

***Note: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by the CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on the CDE's web site. ***

***Note: Pursuant to 42 USC 1769c, as amended by P.L. 111-296, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements. ***

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

***Note: Education Code 49561-49562 require the CDE to maintain a computerized data-matching system to directly certify, for enrollment in the free and reduced-price meals program, recipients of the Food Stamp Program, California Work Opportunity and Responsibility to Kids (CalWORKS) Program, Medi-Cal program, and other programs authorized for direct certification under federal law. Under this system, the CDE provides districts with a list of students who are eligible for the free and reduced-price meals program based on their enrollment in another program. Pursuant to 42 USC 1758, as amended by P.L. 111-196, districts also may, at their own discretion and by obtaining documentation from the appropriate state or local agency, directly certify as eligible a student who is homeless, migratory, or a foster child. Pursuant to Education Code 49561 and 42 USC 1758, as amended, no additional application or further action is required by the household of students who are directly certified. Further information about direct certification and other eligibility issues is available in the USDA's Eligibility Guidance for School Meals Manual. ***

***Note: Pursuant to 42 USC 1759a, as amended by P.L. 111-296, and 7 CFR 245.9, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should

revise the following section to reflect district practice. ***

When authorized by law, participants in other federal or state programs may be directly certified, without further application, for enrollment in the free and reduced-price meals program. (Education Code 49561; 42 USC 1758)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal

3. The right to reapply at any time during the school year

Confidentiality/Release of Records

***Note: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing district employees to use individual records of students eligible for the free and reduced-price meals program for the purpose of disaggregation of academic achievement data and for the identification of students eligible for public school choice and supplemental educational services in schools identified for program improvement pursuant to 20 USC 6316. See the accompanying Board policy and BP/AR 0520.2 - Title I Program Improvement Schools. ***

***Note: In Management Bulletin 98-101, the CDE advises that the Governing Board must designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator. ***

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meals program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

Superintendent _____
(title or position)

In using the records for such purposes, the following conditions shall be satisfied:
(Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meals program shall be maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meals program shall not be publicly released.

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

3. All other confidentiality provisions required by law shall be met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meals program shall be destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

Prices

***Note: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42 USC 1757 and 1773. ***

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

(11/04 11/07) 3/11

Board Adopted 11/9/11

GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California

153

V I

CSBA Sample Administrative Regulation Student And Family Privacy Rights

No GUSD AR 5022
currently

AR 5022
Students

Surveys Requesting Information about Beliefs and Practices

Note: Education Code 51513 provides that districts shall not administer exams, surveys, or questionnaires containing questions about a student's or his/her family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian has provided prior written consent (i.e., "active consent"). The following paragraph regarding surveys is for use by all districts and is mandated, pursuant to 20 USC 1232h, for districts receiving funds from a program administered by the U.S. Department of Education (USDOE).

A student's parent/guardian, or a student who is an adult or emancipated minor, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following: (Education Code 51513; 20 USC 1232h)

1. Political affiliations or beliefs of the student or his/her parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the student has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

(cf. 3553 - Free and Reduced Price Meals)
(cf. 5148 - Child Care and Development)

***Note: Pursuant to 20 USC 1232h, districts receiving funds from a USDOE-administered

program are mandated to adopt a policy regarding the district's arrangements to protect student privacy in the event that a student participates in a survey requesting information about beliefs and practices as defined above.***

If a student participates in such a survey requesting information about personal beliefs and practices, school officials and staff members shall not request or disclose the student's identity.

(cf. 6162.8 - Research)

Note: Education Code 51938 creates an exception to the requirement for prior written consent for districts that administer to students in grades 7-12 anonymous, voluntary surveys regarding student health behaviors and risks upon providing written parent/guardian notification and allowing a parent/guardian to opt his/her child out of participation (i.e., "passive consent"). See sections below entitled "Parent/Guardian Access to Surveys and Instructional Materials" and "Notifications."

Notwithstanding the above requirements for prior written consent, the district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about student attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate. (Education Code 51938)

Note: Pursuant to Education Code 51514, as added by AB 677 (Ch. 744, Statutes of 2017), districts that administer a voluntary survey that includes questions pertaining to sexual orientation and/or gender identity are prohibited from removing such questions.

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)

Parent/Guardian Access to Surveys and Instructional Materials

Note: 20 USC 1232h mandates that districts receiving funds from a USDOE-administered program adopt a policy detailing a parent/guardian's right to inspect (1) survey instruments requesting information about the parent/guardian's or his/her child's personal beliefs and practices and (2) instructional materials used as part of the educational curriculum of the parent/guardian's child, as specified below. Under California law, Education Code 51101 authorizes parental inspection of instructional materials; see AR 5020 - Parent Rights and Responsibilities. In addition, pursuant to Education Code 51938, districts that administer to students in grades 7-12 anonymous, voluntary surveys regarding health behaviors and risks must allow parents/guardians the opportunity to review the instrument and to request that their child not participate.

***Note: Pursuant to 20 USC 1232h, those districts that authorize the collection of personal information for marketing or sale (Option 2 in the accompanying Board policy) are mandated to adopt a policy concerning a parent/guardian's right to inspect any instrument used for the

collection of a student's personal information for purposes of marketing or selling the information.***

The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)

1. A survey or other instrument to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices

2. Any instructional material to be used as part of his/her child's educational curriculum

(cf. 5020 - Parent Rights and Responsibilities)

Note: 20 USC 1232h mandates districts receiving funds from a USDOE-administered program to adopt a policy which includes procedures for providing parents/guardians reasonable access to surveys, instruments, and instructional materials within a reasonable amount of time after the request has been received. The following paragraph may be modified to reflect the district's definition of a reasonable timeline and reasonable access.

Within a reasonable period of time after receiving a parent/guardian's request, the principal or designee shall permit the parent/guardian to view the survey or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

(cf. 1340 - Access to District Records)

Note: The following paragraph is optional.

No student shall be subject to penalty for his/her parent/guardian's exercise of any of the rights stated above.

Health Examinations

Note: 20 USC 1232h mandates a district receiving funds from a USDOE-administered program to adopt a policy on certain physical examinations or screenings that the school may administer to students. The administration of nonemergency, invasive physical examinations requires prior parental notification, as provided below. This requirement does not apply to any physical examination or screening that is permitted without parental notification by an applicable state law.

Authorized school officials may administer to any student any physical examination or screening permitted under California law. However, no student shall be subjected to a nonemergency, invasive physical examination without prior written notice to his/her parent/guardian, unless an applicable state law authorizes the student to provide consent without parent/guardian notification. (20 USC 1232h)

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a properly authorized hearing, vision, or scoliosis screening. (20 USC 1232h)

(cf. 5131.61 - Drug Testing)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

Notifications

Note: 20 USC 1232h requires that districts receiving funds from a USDOE-administered program notify parents/guardians of the following. A sample notification letter is available on the web site of the USDOE's Family Policy Compliance Office.

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this administrative regulation and the accompanying Board policy
3. The specific or approximate dates during the school year when the following activities are scheduled:
 - a. Survey requesting personal information
 - b. Physical examinations or screenings

Note: Item #c below is for districts that permit the collection of personal information for marketing or sale (Option 2 in the accompanying Board policy).

- c. Collection of personal information from students for marketing or sale

Prior to administering any anonymous and voluntary survey regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered. (Education Code 51938)

Parents/guardians shall also be notified of any substantive change to this policy and administrative regulation within a reasonable period of time after adoption of the change. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

(3/04 3/11) 3/18

CSBA Sample

Board Policy

Student And Family Privacy Rights

No GUSD BP 5022
currently

BP 5022
Students

Note: 20 USC 1232h, the Protection of Pupil Rights Act (PPRA), mandates that any district receiving funds from a program administered by the U.S. Department of Education (USDOE) adopt a policy regarding the (1) administration of surveys and physical exams/screenings, (2) right of parents to inspect instructional materials, and (3) collection of personal information for marketing purposes. See the accompanying administrative regulation for additional requirements pertaining to these topics.

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5021 - Noncustodial Parents)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 6162.8 - Research)

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

5. The sale by students of products or services to raise funds for school-related or education-related activities

(cf. 1321 - Solicitation of Funds from and by Students)

6. Student recognition programs

(cf. 5126 - Awards for Achievement)

Note: 20 USC 1232h mandates that districts adopt a policy concerning the collection, disclosure, or use of collected personal information for marketing purposes. Option 1 below is for use by districts that choose to prohibit the collection of personal information for marketing purposes. Option 2 is for use by districts that choose to authorize the collection of personal information purposes.

OPTION 1:

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

OPTION 2:

Note: Although 20 USC 1232h authorizes the collection, disclosure, or use of students' personal information, including social security numbers, for the purpose of marketing or selling, Education Code 49076.7 prohibits the collection of social security numbers or the last four digits of social security numbers unless otherwise required to do so by state or federal law. The collection of personal information for marketing purposes is not required by law, and thus districts should not collect social security numbers or the last four digits of social security numbers for marketing purposes.

Note: In addition, pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are prohibited from collecting information or documents regarding citizenship or immigration status of students or their families.

In addition, the Superintendent or designee may collect, disclose, or use a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, or telephone number for the purpose of marketing or selling that information or providing the information to others for that purpose.

However, the district shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)

Note: The remainder of this policy is for use by all districts.

***Note: 20 USC 1232h requires that the district's policy regarding student privacy be developed

in consultation with parents/guardians. Such consultation could occur during meetings of the school site council or parent association or a separate committee could be convened to review the draft policy. The following paragraph may be modified to reflect district practice.***

The Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following: (20 USC 1232h)

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum

Note: Item #3c is for use only by districts that select Option 2 above.

- c. Instruments used in the collection of personal information for the purpose of marketing or sale
4. Any nonemergency physical examinations or screenings that the school may administer

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committee)
(cf. 1230 - School-Connected Organizations)

Note: 20 USC 1232h mandates that the district's policy provide for reasonable notice to parents/guardians of the adoption or continued use of this policy. See the accompanying administrative regulation for additional requirements pertaining to the timing and content of such notice.

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

- 234.7 Student protections relating to immigration and citizenship status
 - 49076.7 Privacy of student records; social security numbers
 - 49450-49458 Physical examinations
 - 49602 Confidentiality of personal information received during counseling
 - 51101 Parents Rights Act of 2002
 - 51513 Test, questionnaire, survey, or examination concerning personal beliefs
 - 51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity
 - 51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse
- UNITED STATES CODE, TITLE 20
- 1232g Family Educational Rights and Privacy Act
 - 1232h Protection of pupil rights

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Family Policy Compliance Office:
<http://www.ed.gov/offices/OM/fpco>

(11/02 3/11) 3/18

CSBA Sample

Administrative Regulation

Title I Programs

AR 6171

Instruction

Schoolwide Programs

Note: Pursuant to 20 USC 6314, Title I funds may be used and consolidated with other federal, state, and local program funds to upgrade the entire educational program in schools that meet eligibility criteria. Schools participating in schoolwide programs are not required to identify particular students as eligible or identify individual services as supplementary. The following optional section is for use by districts with schoolwide program(s).

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. (20 USC 6314; 34 CFR 200.25)

Note: 20 USC 6314 provides that an ineligible school may request a waiver from the California Department of Education (CDE) to operate a schoolwide program, taking into account how a schoolwide program will best serve the needs of the students in the school. For information regarding the criteria and process for seeking a waiver, see the CDE's web site.

A school that does not meet these criteria may operate a Title I schoolwide program if it receives a waiver from the California Department of Education. (20 USC 6314)

Note: 20 USC 6314 requires schools with Title I schoolwide programs to develop a comprehensive plan with specified components. Pursuant to Education Code 64001, this plan must be consolidated with plans required for other federal and state categorical programs into a single plan for student achievement (SPSA). The SPSA must be developed by a school site council or other school advisory group; see BP/AR 0420 - School Plans/Site Councils. However, because 20 USC 6314 requires broader engagement, the district must ensure that plan development provides opportunities for the participation of the individuals listed below. The following paragraph may be revised to reflect district practice.

Any school operating a schoolwide program shall develop a comprehensive plan with the involvement of parents/guardians, other members of the community to be served, and individuals who will carry out the plan, including teachers, principals, other school leaders, paraprofessionals present in the school, administrators (including administrators of other federal education programs), the district, tribes and tribal organizations present in the community, and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, secondary school students as applicable, and other individuals determined by the school.

(20 USC 6314)

(cf. 0400 - Comprehensive Plans)

The schoolwide program plan shall be based on a comprehensive needs assessment of the entire school and shall be incorporated into a single plan for student achievement which also incorporates the plans required for other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

(cf. 0420 - School Plans/Site Councils)

The plan shall describe the strategies that the school will implement to address school needs, including a description of how such strategies will: (20 USC 6314)

1. Provide opportunities for all students, including economically disadvantaged students, ethnic subgroups, students with disabilities, and English learners, to meet state academic standards

(cf. 6011 - Academic Standards)

2. Use methods and instructional strategies that strengthen the school's academic program, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education

(cf. 5148.2 - Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6177 - Summer Learning Programs)

Note: Item #3 may be revised to reflect the grade levels and programs offered by the district.

3. Address the needs of all students in the school, but particularly the needs of those at risk of not meeting state academic standards, through activities which may include the following:

a. Counseling, school-based mental health programs, specialized instructional support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

b. Preparation for and awareness of opportunities for postsecondary education and the

workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school

- (cf. 6141.4 - International Baccalaureate Program)
- (cf. 6141.5 - Advanced Placement)
- (cf. 6172.1 - Concurrent Enrollment in College Classes)
- (cf. 6178 - Career Technical Education)

c. Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act

d. Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments and to recruit and retain effective teachers, particularly in high-need subjects

- (cf. 4111/4211/4311 - Recruitment and Selection)
- (cf. 4131 - Staff Development)
- (cf. 4222 - Teacher Aides/Paraprofessionals)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

e. Strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs

- (cf. 5148.3 - Preschool/Early Childhood Education)

The plan shall also include a description of any applicable federal, state, and local programs that will be consolidated in the schoolwide program. (20 USC 6314; 34 CFR 200.27)

The plan and its implementation shall be regularly monitored and revised as necessary based on student needs to ensure that all students are provided opportunities to meet state academic standards. (20 USC 6314)

Targeted Assistance Programs

Note: Pursuant to 20 USC 6315, any school that is selected to receive Title I funds but is ineligible for or chooses not to operate a schoolwide program may only use Title I funds for programs that provide services to eligible students identified as having the greatest need for special assistance.

Note: The following paragraph may be revised to reflect grade levels offered by the district.

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I

funds to provide services to eligible students who are failing, or most at risk of failing, to meet state academic standards. Students shall be identified on the basis of multiple, educationally related, objective criteria, except that students in preschool through grade 2 shall be selected solely on the basis of criteria, including objective criteria, established by the district and supplemented by the school. (20 USC 6315)

Eligible students include those who are economically disadvantaged; students with disabilities; migrant students, including those who participated in a migrant education program pursuant to 20 USC 6391-6399 in the preceding two years; English learners; students who participated in a Head Start or state preschool program in the preceding two years; students in a local institution for neglected or delinquent children and youth or attending a community day program for such students; and homeless students. (20 USC 6315)

Any targeted assistance program shall: (20 USC 6315)

1. Use program resources to help participating students meet state academic standards, which may include programs, activities, and academic courses necessary to provide a well-rounded education
2. Use methods and instructional strategies that strengthen the academic program, through activities which may include:
 - a. Expanded learning time, before- and after-school programs, and summer programs and opportunities
 - b. A schoolwide tiered model to prevent and address behavior problems, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act
3. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs
4. Provide professional development to teachers, principals, other school leaders, paraprofessionals, and, if appropriate, specialized instructional support personnel and other school personnel who work with eligible students in Title I programs or in the regular education program. The professional development shall be provided using funds from Title I and, to the extent practicable, other sources.
5. Implement strategies to increase the involvement of parents/guardians of participating students

Note: Item #6 may be revised to reflect programs offered by the district.

6. If appropriate and applicable, coordinate and integrate federal, state, and local services and programs, such as programs supported by the Elementary and Secondary Education Act, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult

education programs, career technical education programs, and comprehensive or targeted support and improvement activities under 20 USC 6311

7. Provide assurances to the Superintendent or designee that the program will:
 - a. Help provide an accelerated, high-quality curriculum
 - b. Minimize the removal of students from the regular classroom during regular school hours for instruction supported by Title I funds
 - c. On an ongoing basis, review the progress of participating students and revise the targeted assistance program, if necessary, to provide additional assistance to enable such students to meet state academic standards

Participation of Private School Students

Teachers and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent/guardian and family engagement activities and professional development pursuant to 20 USC 6318. (20 USC 6320, 7881)

Note: The following optional paragraph reflects U.S. Department of Education non-regulatory guidance, Title I Services to Eligible Private School Students.

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation, and invite them to a meeting to discuss the intent of Title I and the roles of public and private school officials.

Note: 20 USC 6320 requires meaningful and timely consultation with private school officials as described below. Pursuant to 20 USC 6320, a private school official has the right to complain to the CDE that the district did not comply with these requirements, and the district must forward the appropriate documentation to the CDE.

The Superintendent or designee shall consult with appropriate private school officials, in a meaningful and timely manner, during the design and development of the district's Title I programs, with the goal of reaching agreement on how to provide equitable and effective programs for eligible private school students. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include consultation on issues such as the following: (20 USC 6320, 7881; 34 CFR 200.56)

1. How the needs of private school students will be identified
2. What services will be offered

3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to eligible private school students, the proportion of funds to be allocated for such services, and how that proportion of funds is determined

Note: Pursuant to 20 USC 6320, the district has the final authority to calculate, each year or every two years, the number of private school students, ages 5-17, who are from low-income families. The district may use the same measure of low income as used to determine eligibility for public school students or any other measure listed in 20 USC 6320(c)(1).

6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of services to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor
9. Whether the district will provide services directly or through a separate government agency, consortium, entity, or third-party contractor
10. Whether to provide services to eligible private school students by pooling funds or on a school-by-school basis
11. When services will be provided, including the approximate time of day
12. Whether to consolidate and use funds provided under Title I with other funds available for services to private school students

If the district disagrees with the views of private school officials with respect to any of the above issues, the district shall provide the officials, in writing, the reasons that the district disagrees. (20 USC 6320)

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The district shall maintain, and shall provide to the CDE, a written affirmation signed by officials of each participating private school that consultation has occurred. The affirmation shall provide the option for private school officials to indicate their belief that timely and meaningful

consultation has not occurred or that the program design is not equitable with respect to private school students. If private school officials do not provide the affirmation within a reasonable period of time, the district shall send documentation to the CDE demonstrating that the consultation has, or attempts at such consultation have, taken place. (20 USC 6320)

(cf. 3580 - District Records)

Note: The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee shall also maintain copies of program descriptions, notices, funding allocations, and other communications and records pertaining to the provision of services to private school students.

(8/06 5/16) 3/18

GUSD

Administrative Regulation

Title I Programs

AR 6171
Instruction

Schoolwide Programs

***Note: Title I funds may be used and consolidated with other federal, state, and local program funds to upgrade the entire educational program in schools that meet eligibility criteria pursuant to 20 USC 6314 and 34 CFR 200.25. Schools participating in schoolwide programs are not required to identify particular children as eligible. The following optional section is for use by districts with eligible school(s). ***

Targeted Assistance Programs

***Note: Items #1-2 below may be revised to reflect grade levels offered by the district. ***

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to: (20 USC 6315)

1. Students in grades 3-8 identified by the school as failing, or most at risk of failing, to meet the state's academic achievement standards on the basis of criteria established by the district and supplemented by the school
2. Students in kindergarten through grade 2 selected solely on the basis of such criteria as teacher judgment, interviews with parents/guardians, and developmentally appropriate measures

A targeted assistance program shall: (20 USC 6315)

1. Use program resources to help participating students meet state academic achievement standards expected for all students
2. Ensure that program planning is incorporated into existing school planning
3. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the core academic program, give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I
4. Coordinate with and support the regular education program, which may include

services to assist preschool students in the transition to elementary school programs

5. Provide instruction by highly qualified teachers
6. Provide opportunities for professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians who work with participating students
7. Provide strategies to increase parent involvement
8. Coordinate and integrate federal, state, and local services and programs

Participation of Private School Students

The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)

Teachers, other educational personnel, and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent involvement activities and professional development pursuant to 20 USC 6318 and 6319. (20 USC 6320, 7881)

Note: The following optional paragraph reflects California Department of Education (CDE) guidance, Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, and U.S. Department of Education non-regulatory guidance, Title I Services to Eligible Private School Students.

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation.

***Note: 20 USC 6320 requires meaningful and timely consultation with private school officials as described below. Pursuant to 20 USC 6320, a private school official has the right to complain to the CDE that the district did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official. ***

The Superintendent or designee shall consult, in a meaningful and timely manner, with appropriate private school officials during the design and development of the district's Title I programs. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include a discussion of: (20 USC 6320, 7881; 34 CFR 200.63)

1. How the needs of private school students will be identified
2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to private school students and the proportion of funds that is allocated for such services

Note: Pursuant to 20 USC 6320, the district has the final authority to calculate, each year or every two years, the number of private school students, ages 5-17, who are from low-income families. The district may use the same measure of low income used to determine eligibility for public school students or any other measure listed in 20 USC 6320(c)(1).

6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of service to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The Superintendent or designee shall maintain, and shall provide to the California Department of Education upon request, a written affirmation signed by officials of each participating private school that consultation has occurred. (20 USC 6320)

Note: The following paragraph is optional. CDE and U.S. Department of Education guidance on the participation of private school students address actions that should be taken if private school officials fail to sign the above affirmation in a reasonable period of time, as provided below.

If the private school officials do not provide such affirmation within a reasonable period of time, the Superintendent or designee shall maintain records of the consultation or the offer of consultation.

(cf. 3580 - District Records)

*****Note: In addition to the records described above, CDE guidance on the participation of private school students suggests that the following records be maintained. Optional items #1-4 below may be revised or expanded to reflect district practice.*****

The Superintendent or designee also shall maintain records documenting that:

1. The needs of private school teachers and/or private school students were identified.
2. The funds made available were equitable to those allocated for public school students and teachers.
3. The district's program met the needs of the private school teachers and/or private school students.
4. The district made efforts to resolve any complaints made by private school representatives.

(10/95 11/02) 8/06

Adopted: July 14, 2010

**Gravenstein Union School District
Sebastopol, California**

CSBA Sample

Board Policy

Title I Programs

BP 6171

Instruction

No GUSD BP 6171
currently
(only AR 6171)

Note: The following policy is for use by districts that receive funding through Title I, Part A, of the federal Elementary and Secondary Education Act (20 USC 6311-6322), which supports basic programs designed to improve the academic achievement of economically disadvantaged students. 20 USC 6313 establishes school eligibility criteria and priorities for funding. Title I funds received by the district must be allocated to eligible schools or eligible school attendance areas, in rank order, on the basis of the number of students from low-income families.

The Governing Board desires to provide a high-quality education that enables all students to meet challenging state academic standards. In schools with a large number or percentage of economically disadvantaged families, the district shall use Title I funds to provide services that strengthen the academic program and provide support to students at risk of failing to achieve academic standards.

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs. (20 USC 6314, 6321)

Note: 20 USC 6312 requires that districts receiving Title I funds develop a local educational agency (LEA) plan with specified components. In California, districts have the option of addressing each LEA plan provision within the local control and accountability plan (LCAP), the LCAP Federal Addendum, or another document, provided that the location of each provision is referenced within the LCAP Federal Addendum. A template for the LCAP Federal Addendum is available on the California Department of Education's (CDE) web site.

Note: Title I schoolwide programs are required to develop school-level comprehensive plans addressing the components listed in 20 USC 6314; see the accompanying administrative regulation.

Descriptions of how the district will address the required components of the Title I local educational agency plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.

(cf. 0420 - School Plans/Site Councils)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)

Note: 20 USC 6318 mandates each district and each school receiving Title I funds to have a written parent/guardian and family engagement policy developed jointly with and agreed upon by parents/guardians of participating students. See BP/AR 6020 - Parent Involvement for language fulfilling this mandate.

In addition, the district and each school receiving Title I funds shall develop a written parent/guardian and family engagement policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

Comparability of Services

Note: 20 USC 6321 mandates any district receiving Title I funds to develop procedures to ensure compliance with legal requirements regarding comparability of services. Pursuant to 20 USC 6321, requirements regarding comparability do not apply to districts that do not have more than one building for each grade span.

In schools receiving Title I funds, state and local funds shall be used to provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

Note: Pursuant to 20 USC 6321, a district will be considered to have met the legal requirement for comparability if it provides the CDE with written assurances that it has established and implemented (1) a districtwide salary schedule; (2) a policy ensuring equivalence among schools in teachers, administrators, and other staff; and (3) a policy ensuring equivalence among schools in the provision of curriculum materials and instructional supplies. The district must keep records documenting that the salary schedule and policies were actually implemented and that they resulted in equivalence among schools in staffing, materials, and supplies. Items #1-4 below reflect methods of determining comparability authorized by the CDE. For further information, see the CDE's guidance Meeting Title I, Part A Comparability Requirements, available on its web site.

To demonstrate comparability of services among district schools, the district shall:

1. Adopt and implement a districtwide salary schedule

Note: Items #2a and b below reflect methods authorized by the CDE to determine comparability of staffing, and may be revised to reflect district practice.

2. Ensure equivalence in teachers, administrators, and other staff, as measured by either or

both of the following:

- a. The ratio of students to instructional staff at each Title I school within a grade span, which shall not exceed 110 percent of the average ratio for all non-Title I district schools within that grade span
 - b. Salary expenditures for instructional staff at each Title I school, which shall be no less than 90 percent of the average salary expenditure across non-Title I district schools.
3. Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average
 4. Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to students with disabilities, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

Note: Although 20 USC 6321 requires records of compliance to be updated biennially, U.S. Department of Education (USDOE) nonregulatory guidance, Title I Fiscal Issues, clarifies that because Title I allocations are made annually, demonstrating comparability is an annual requirement. CDE requires districts to complete and submit their comparability reports each fall. Districts with schools that fail the initial comparability test are given additional time to resolve the issues and resubmit their report with supporting documentation in the winter.

The Superintendent or designee shall annually assess comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Participation of Private School Students

The district shall provide or contract to provide special educational services, instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring, or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and

benefits shall be provided on an equitable basis in comparison to services and other benefits for public school students. (20 USC 6320, 7881)

Program Evaluation

Note: The following section may be revised to reflect district practice. During the Federal Program Monitoring process, the CDE will review whether the district monitors the effectiveness of district plans to help low-achieving students meet challenging academic achievement standards and revises those plans as necessary.

Note: 20 USC 6311 requires each state to have an accountability system that incorporates multiple measures, including, but not limited to, statewide assessment results for all students as well as numerically significant student subgroups. California's accountability system (the California School Dashboard) consists of both state and local indicators to assist districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Beginning in the 2018-19 school year, CDE will notify schools identified for comprehensive and/or targeted support and improvement pursuant to 20 USC 6311. See BP 0500 - Accountability.

The Board shall regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

52060-52077 Local control and accountability plan

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

6318 Parent and family engagement

6320 Participation of private school students

6321 Comparability of services
6333-6335 Grants to local educational agencies
6391-6399 Education for migrant students
7881 Participation of private school students
CODE OF FEDERAL REGULATIONS, TITLE 34
200.1-200.73 Improving basic programs for disadvantaged students

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions About Title I Schoolwide Programs
Local Control and Accountability Plan Federal Addendum Template
Meeting Title I, Part A Comparability Requirements, October 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary
Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act,
Non-Regulatory Guidance, November 21, 2016

Title I Fiscal Issues, Non-Regulatory Guidance, February 2008

Designing Schoolwide Programs, Non-Regulatory Guidance, March 22, 2006

Title I Services to Eligible Private School Students, October 17, 2003

WEB SITES

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

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

U.S. Department of Education: <http://www.ed.gov>

(11/02 8/06) 3/18

V K

Gravenstein Union School District NOTICE OF TERMS OF EMPLOYMENT

This employment is between Gravenstein School District ("District") and Amy Gloeckner ("Employee").

1. TERM OF EMPLOYMENT: Subject to ratification by the governing board, District employs Employee for the 2018–2019 school year, commencing August 13, 2018, and terminating May 31, 2019. Employment shall be (*check one*) (1.0 FTE) full-time // _____ (___ F.T.E.) part time. *Notwithstanding the dates set forth in this Notice, temporary and substitute certificated employees serve at the will of District and may be terminated at any time.*

2. SALARY: Employee's salary will be substitute rate if applicable or at the rate established by the Management Salary Schedule for School Counselor for the school year. Said schedule is incorporated by reference. Subject to verification of prior experience and academic credit, employee will be placed at column 2, step 2, on said schedule. Employee's salary will be paid in 11 installments and is subject to proration if Employee works less than a full school year. Employee shall not receive salary for any period during which an appropriate credential is not on file with the County Superintendent.

3. CLASSIFICATION: Employee is classified as follows:

Section 24214 – Temporary: Retired certificated employee paid less than amount requiring STRS reinstatement. (See para. 6.)	Section 44919 (a), (b), or (c) – Temporary: Up to first 3 school months of term for temporary class (4 mos. if special day or evening class for adults); athletic activities supervisor; or less than 20 days in case of emergency
Section 45134(c)(2) – Temporary: Retired certificated employee - aide in class with higher pupil-teacher ratio or to provide one-to-one instruction in remedial class or for underprivileged students. (See para. 6.)	Section 44920 – Temporary: Long-term based on the need for additional certificated employees because of leave or illness of another employee
Section 44910 – Temporary: ROP Teacher not previously employed in regular program	Section 44929.21 or Section 44929.23 – Permanent:
Section 44915 – Probationary (ADA 250 or more)	Section 44929 25 – Temporary: Adult School teacher teaching no more than 60% of the hours per week considered full time
Section 44929.23 – Probationary (ADA less than 250)	Section 44986(b)(1) – Temporary: Replacement for permanent employee granted STRS disability allowance for up to 39 months
Section 44917 – Substitute	<input checked="" type="checkbox"/> Certificated Administrator/Management

4. LAWS AND VENUE: This employment is made subject to the laws of California, applicable rules of the State Board of Education and of the Governing Board of the above-named School District affecting the terms and conditions of employment by Governing Boards of school districts and any applicable collective bargaining agreement in effect during the employment. Venue shall be in the Superior Court in and for the County of Sonoma and no other place.

5. CREDENTIALS: Employment is conditioned upon possession of all valid credential(s) required by law for this employment and Employee's filing such credentials with the Office of the County Superintendent of Schools prior to the first day of service.

6. RETIREES: Retirees are advised to consult STRS directly with regard to the possible effects of post-retirement employment on retirement benefits.

7. OTHER SPECIAL TERMS, IF ANY: _____

8. NO OTHER EMPLOYMENT: Employment is further conditioned upon Employee not holding a valid contract of employment with the governing board of another school district or with a county office which in any way will conflict with this employment (Title 5, California Code of Regulations, Section 5500).

By: Jennifer Schwinn, Superintendent
Gravenstein Union School District

Date: _____

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707 542 4652
axiaarchitects.com

250 D Street
Suite 210
Santa Rosa
CA 95404

INFORMAL IOR RFP ANALYSIS

PROJECT: Hillcrest Middle School Improvements

JOB NO: 1018

RFP DUE DATE: April 30th, 2018

RFP DUE TIME: 2:00pm

LOCATION: Electronic Response

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CONTRACTOR:	Proposal Requirements:	Wilkin Tom Approval	RFP PROPOSALS:		
			HOURLY RATE	TIME FRAME AS INDICATED	FEE AS INDICATED IN PROPOSAL
I.A. Kuster Construction Inspection P.O. Box 4600 Santa Rosa, CA 95402	<ul style="list-style-type: none"> ✓ Contact Info ✓ License ✓ Inspector Class ✓ Hourly Rate ✓ Insurance ✓ Review of Drawings 	✓ TBD	\$100/hour	Maximum 10 Hours per Week	Total Not-To-Exceed TBD as Construction Schedule has not been set

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**RESPONSE TO GRAVENSTEIN UNION SCHOOL
DISTRICT RFP FOR INSPECTOR OF RECORD (IOR)
SERVICES FOR THE HILLCREST MIDDLE SCHOOL
2018 IMPROVEMENT PROJECT – INCREMENT 1**

I.A. KUSTER CONSTRUCTION INSPECTION

P.O. BOX 4600

SANTA ROSA, CA 95402

(707) 322-8138

dsa.inspector@gmail.com

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

PROJECT PROPOSAL

Based on the construction plans and specifications provided by AXIA Architects for increment 1 of the 2018 Hillcrest Middle School Improvement project, I.A Kuster (IOR) proposes the following to Gravenstein Union School District (GUSD):

DSA Project inspection services as set forth in DSA IR A-8 and RFP from AXIA Architects at a maximum of 10 hours per week for the duration of the project and on an as-needed basis for completion of the project if the time for completion should extend past the scheduled date for completion.

Each required site visit for inspections, meetings and/or coordination with the lab of record or other GUSD consultants will be a 2-hour minimum charge. IOR's fee structure is attached on the following page.

The project schedule provided in the RFP calls for the project to begin June 1st but does not list a date for completion. If a date for completion will not be determined by GUSD, the hours billed at a maximum of 10 hours per week will begin at the project start date and continue until project is complete.

FEES

Hourly rates for DSA inspection services are listed below based on inspector class and project class. Please note that specific project fee amounts for individual projects will be based on the number of hours per week required by DSA for the duration of the project. DSA always has final say on the minimum number of hours required for each project. Also listed below are fee structures for additional time required on weekends, holidays, time outside of normal working hours and time required when projects continue past the number of allotted calendar days for project completion.

Class 1 inspector on a class 1 project: \$100 per hour

Class 1, 2, 3 or 4 inspector on a class 2, 3 or 4 project: \$90 per hour

For individual projects, IOR presumes that contractors will perform work based on a 40-hour work week consisting of 8-hours per day, Monday through Friday, between the hours of 6:00am and 5:00pm with federally recognized government holidays excepted. If IOR is directed by GUSD or otherwise required to work outside of normal working days/hours as listed above, the following rate schedule will apply:

Weekend days or federal Holidays:

Class 1 inspector on a class 1 project: \$150 per hour with a 4-hour minimum

Class 1, 2, 3 or 4 inspector on a class 2, 3 or 4 project: \$135 per hour with a 4-hour minimum

Weekdays outside of 6:00am to 5:00pm or any hours exceeding 8-hours per day:

Class 1 inspector on a class 1 project: \$150 per hour

Class 1, 2, 3 or 4 inspector on a class 2, 3 or 4 project: \$135 per hour

Site visits required beyond the number of calendar days given to contractor for completion:

Class 1 inspector on a class 1 project: \$100 per hour with a 3-hour minimum

Class 1, 2, 3 or 4 inspector on a class 2, 3 or 4 project: \$90 per hour with a 3-hour minimum

Additional hours as specified above will be added to the original contract sum. The one exception would be when the additional hours are pre-scheduled to take place in lieu of normal working hours by prior arrangement with GUSD.

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www.counterpointcs.com

**Gravenstein Union School District
Gravenstein Elementary School, Phase III**

May 4, 2018

Guaranteed Maximum Price – GCCI, Inc.

We recommend approval of the Guaranteed Maximum Price (GMP) for the Gravenstein Elementary School, Phase III Project.

Background

On February 21, 2018 The Board of Trustees approved Resolution #180314-2 selecting GCCI, Inc. for the Gravenstein Elementary School, Phase III Project.

Attached is the final Guaranteed Maximum Price (GMP) of \$2,213,216.00, along with the draft Lease/Leaseback documents that will be finalized after the Board of Trustees approval of the GMP.

**Respectfully,
Renee' M. Franceschi
Project Coordinator**

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Gravenstein Multi- Use Modernization

Spec	Description	Contractor	Price	Notes
Division 01				
	General Conditions		\$ 164,285	Does not include insurance & mark-up (see below)
01-7100	Surveying		\$ 0	
Division 02 Existing Conditions				
02-4119	Minor Demolition for Remodeling	CVE	\$ 131,216	Incl.: HazMat abatement Excl.: Hard demolition
No Spec	Hazardous Materials Abatement	CVE	<i>In 02-4119</i>	
↳	Additional Access Holes in Interior Sheetrock for Blown Ins.	CVE	\$ 7,161	
↳	Elevator Demolition and State Notification		\$ 2,000	Demo by lift company
↳	Remaining Soft Demolition	GCCI, Inc.	\$ 17,515	
↳	Hard Demolition	GCCI, Inc.	\$ 23,230	
Division 03 Concrete				
03-1000	Concrete Forming and Accessories	GCCI, Inc.	<i>In 03-3000</i>	
03-2000	Concrete Reinforcing	GCCI, Inc.	<i>In 03-3000</i>	
03-3000	Cast-In-Place Concrete	GCCI, Inc.	\$ 23,830	
↳	Wash-Out	GCCI, Inc.	\$ 1,500	
↳	Sealer Patch at E20	GCCI, Inc.	\$ 450	
03-3000	Patch Concrete at Gas Riser	GCCI, Inc.	\$ 900	
Division 05 Metals				
05-5000	Metal Fabrication	Windsor Fabrication	\$ 16,000	<i>Allowance.</i> Final details to follow Excl.: Install
↳	Installation of Window Cages	GCCI, Inc.	\$ 8,060	
05-5213	Pipe and Tube Railing	Windsor Fabrication	\$ 5,000	Excl.: Install
↳	Installation of Pipe and Tube Rails	GCCI, Inc.	\$ 1,000	
↳	Reinstall RWL for New Gutters	GCCI, Inc.	\$ 1,590	
↳	96"x96" Gate Per B20.10 A3.1	N/A	<i>NIC</i>	
↳	Gate F107	N/A	<i>NIC</i>	
Division 06 Wood and Plastics				
06-1000	Rough Carpentry	GCCI, Inc.	\$ 112,865	
↳	Misc Exterior Patching around Windows	GCCI, Inc.	\$ 3,750	
↳	Sheathing Replacement and Eave Repair per A8.1	GCCI, Inc.	\$ 20,000	<i>Allowance</i>

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Gravenstein Multi- Use Modernization

Spec	Description	Contractor	Price	Notes
↳	Blocking and Pathing for Relocated Curtain	GCCI, Inc.	\$ 2,850	
06-2000	Finish Carpentry	GCCI, Inc.	\$ 12,600	
↳	Patching Access Holes in Paneling	GCCI, Inc.	\$ 2,500	
↳	Wood-Veneer Paneling Infill	JR Stevens	<i>In 06-4100</i>	
06-4100	Casework	JR Stevens	\$ 59,919	
↳	Storage Shelving	GCCI, Inc.	\$ 10,000	<i>Allowance</i> . Final details to follow
06-8316	Fiberglass Reinforced Paneling	N/A	<i>NIC</i>	See section 09-7720
Division 07	Thermal and Moisture Protection			
07-2100	Thermal Insulation	Coast Building Products	\$ 18,480	
07-2126	Blown Insulation	Coast Building Products	<i>In 07-2100</i>	
07-2500	Weather Barriers	GCCI, Inc.	<i>in 06-1000</i>	
↳	Interior Vapor Retarder	GCCI, Inc.	\$ 1,940	
07-5000	SBS Modified Bitumen Roofing	Cornerstone Roofing	\$ 161,934	
07-5300	Built Up Roofing Patching	Cornerstone Roofing	<i>N/A</i>	
↳	Solar Conduit Penetration	Cornerstone Roofing	\$ 1,750	One penetration
07-6200	Sheet Metal Flashing and Trim	RJ Mechanical	\$ 11,950	
↳	Window Pan Flashing	GCCI, Inc.	\$ 6,500	
07-7200	Roof Accessories	RJ Mechanical	<i>in 23 HVAC</i>	
07-7510	Built Up Bitimous Roofing	Cornerstone Roofing	<i>in 07-5000</i>	
07-8400	Firestopping	GCCI, Inc.	\$ 1,800	
07-9200	Joint Sealants	GCCI, Inc.	\$ 3,200	
Division 08	Openings			
08-1113	Hollow Metal Doors and Frames	HTI	\$ 19,985	FOB
08-3100	Access Doors and Panels	GCCI, Inc.	\$ 2,500	
08-3313	Coiling Counter Door	Overhead Door	\$ 8,365	
08-5113	Aluminum Windows	Redhawk Glass	\$ 140,081	
↳	Flexible Flashings	GCCI, Inc.	\$ 1,500	
08-7200	Door Hardware	HTI	<i>In 08-1113</i>	FOB
08-8000	Glazing	Redhawk Glass	<i>in 08-5113</i>	
08-9100	Louvers	N/A	<i>NIC</i>	
Division 09	Finishes			
09-2116	Gypsum Board Assemblies	Northern Pacific Drywall	\$ 71,720	
↳	Patching Access Holes			

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Gravenstein Multi- Use Modernization

Spec	Description	Contractor	Price	Notes
09-5100	Acoustical Ceilings	Highpoint	\$ 6,875	
↳	Acoustical Ceiling Patching In E14		\$ 2,000	<i>Allowance</i>
↳	Ceiling Patching in Building B & D		\$ 2,000	<i>Allowance</i>
09-6105.01	Vapor Control for Flooring	BT Mancini	\$ 9,691	Not at Athletic Flooring
↳	Floor Preparation and Additional Scraping	GCCI, Inc.	\$ 3,000	
↳	Moisture Testing	N/A	<i>NIC</i>	
09-6410	Hardwood Flooring - Nailed	GCCI, Inc.	\$ 9,500	Incl.: Finishing
↳	Rubber Base at Wood Flooring	GCCI, Inc.	\$ 850	
09-6500	Resilient Flooring	BT Mancini	\$ 82,822	
09-6566	Resilient Athletic Floorings	BT Mancini	<i>In 09-6500</i>	
09-7720	Wall Panels	Universal Plastics	\$ 6,880	
09-9113	Exterior Painting	JR Thompson	\$ 44,102	
09-9123	Interior Painting	JR Thompson	<i>in 09-9123</i>	
Division 10	Specialties			
10-1400	Signage	Signs of Success	\$ 2,875	<i>Allowance</i>
↳	Installation	GCCI, Inc.	\$ 840	<i>Allowance</i>
No Spec	Toilet Accessories	HTI	\$ 4,325	
10-4400	Fire Protection Specialties	GCCI, Inc.	\$ 2,000	New Cabinets
Division 11	Equipment			
11-4000	Food Service Equipment	GCCI, Inc.	\$ 2,500	<i>Allowance for dishwasher</i>
↳	Reinstall Existing Equipment	GCCI, Inc.	\$ 1,400	
↳	Stainless Steel Countertops	Capital Sheet Metal	\$ 16,228	
No Spec	Draperies & Tracks	Drapery Concepts	\$ 1,250	Incl.: Removal, Storage and Reinstallation
Division 12	Furnishings			
12-3600	Countertops	JR Stevens	<i>in 06-4100</i>	Incl.: P-Lam at Counter Door
12-6823	Folding Cafeteria Tables	Interiors Incorporated	\$ 65,435	Substitution
↳		Nelson Adams	\$ 4,485	Specified
Division 14	Conveying Equipment			
14-4200	Wheelchair Lifts	Pacific Access	\$ 22,000	
↳	5 Year Maintenance Plan	Pacific Access	\$ 4,000	per 14-4200 - 1.10.C.1
Division 22	Plumbing			
22-0000	Plumbing	Azevedo	\$ 85,000	

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Gravenstein Multi- Use Modernization

Spec	Description	Contractor	Price	Notes
↳	Core Drill Footing	GCCI, Inc.	\$ 750	
Division 23 Heating Ventilation and Air Conditioning				
23-0000	HVAC	RJ Mechanical	\$ 95,920	Has Exhaust Hood
↳	Cleaning Existing Remaining Systems	RJ Mechanical	\$ 20,000	<i>Allowance</i>
Division 26 Electrical				
26-0010	Basic Electrical Requirements	Mike Brown Electric	\$ 255,887	
26-0090	Electrical Demolition	Mike Brown Electric	<i>In 26-0010</i>	
↳	Demo and Rerouting of Electrical and FA for New Work	Mike Brown Electric	\$ 8,800	
26-0519	Building Wire and Cable	Mike Brown Electric	<i>In 26-0010</i>	
26-0526	Grounding and Bonding	Mike Brown Electric	<i>In 26-0010</i>	
26-0529	Electrical Hangers and Supports	Mike Brown Electric	<i>In 26-0010</i>	
26-0531	Conduit	Mike Brown Electric	<i>In 26-0010</i>	
26-0533	Boxes	Mike Brown Electric	<i>In 26-0010</i>	
26-0553	Electrical Identification	Mike Brown Electric	<i>In 26-0010</i>	
26-0943	Network Addressable Lighting Control	Mike Brown Electric	<i>In 26-0010</i>	
26-2726	Wiring Devices	Mike Brown Electric	<i>In 26-0010</i>	
26-2819	Disconnect Switches	Mike Brown Electric	<i>In 26-0010</i>	
26-5100	Interior Lighting	Mike Brown Electric	<i>In 26-0010</i>	
↳	Splay / Guide Wire	Mike Brown Electric		
26-6113	Fire Alarm System	Mike Brown Electric	<i>In 26-0010</i>	
Subtotal			\$ 1,841,341	
Fee	6.5%		\$ 119,687	
P/P Bonds	1.2%		\$ 23,532	
All-Risk Ins.	0.4%		\$ 7,844	
GL Ins.	1%		\$ 19,610	
Contingency	10%		\$ 201,201	
Total			\$ 2,213,216	

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LEASE-LEASEBACK AGREEMENT
For the Gravenstein Elementary School Phase III Project

THIS LEASE-LEASEBACK AGREEMENT ("Agreement") is entered into as of _____, 2018, by and between the **Gravenstein Union School District**, a California school district organized and existing under the laws of the State of California ("Owner"), and **GCCL, INC.**, a California corporation and contractor licensed by the State of California ("Contractor"). Owner and Contractor are the "Parties" to this Agreement.

RECITALS

WHEREAS, the Owner intends to have constructed the **Gravenstein Elementary School Phase III School Project** (the "Project"), which is more fully described below;

WHEREAS, California Education Code section 17406 permits the governing board of a school district to lease to any entity real property owned by the school district if the lessee is required to construct on the leased premises, or provide for the construction thereon, facilities for the use of the school district during the term of the lease, and provides that title to the facilities shall vest in the school district upon expiration of the lease, so long as the district complies with the 'best value' process outlined in the code;

WHEREAS, the Owner has required Contractor to pre-qualify for the Project as required by law, and the Owner has published a Request for Proposals for lease leaseback construction services. Contractor responded and was found to have provided the 'best value' proposal as further described in Exhibit A hereto,

WHEREAS, in connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), under which it will lease the Project site described and depicted in Exhibit B of the Site Lease (the "Site") to Contractor in order for Contractor to construct the Project as described in this Agreement (the "Scope of Work");

WHEREAS, Contractor will lease the premises back to the Owner pursuant to a Facilities Lease (the "Facilities Lease"), under which the Owner will be required to make lease payments to the Contractor for the use and occupancy of the Site, including the Project; **Gravenstein Elementary School Phase III**

WHEREAS, upon expiration of the Site and Facilities Leases, title to the premises shall vest with the Owner; and

WHEREAS, Contractor is experienced in the construction of the type of school facilities and type of work desired by the Owner and is willing to perform the construction work for the Owner, all as more fully set forth this Agreement and the Contract Documents.

NOW, THEREFORE, in consideration of the covenants described herein, the Owner and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment, materials, and

supervision, and to perform and satisfactorily complete all the work, free from any and all liens, stop notices and claims, required for the Project, located at 3840 Twig Avenue, Sebastopol, California, all in strict compliance with the Contract Documents, including the plans, drawings and specifications prepared by AXIA ARCHITECTS dated ____, 2018 (DSA date stamp).

Contractor warrants that it has a Class B contractor's license (729437) that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that this Agreement, the General Conditions, the Site Lease, and the Facilities Lease and the exhibits thereto together form the "Contract Documents," which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this Contract. The time for completion of this Project shall be ____ **calendar days** from the date established in the Owner's Notice to Proceed. Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the Project, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the times specified: \$_____ for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained lease payments which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained sums are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in not constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. GUARANTEED MAXIMUM PRICE. The Contractor's Guaranteed Maximum Price ("GMP") for performance of all work required by the Contract for the Project shall be \$_____ based upon the Scope of Work set forth in Exhibit A of this Agreement. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the GMP in the performance of such work and shall not be entitled to additional payments because of such excess costs. The GMP is also referred to in the Contract as the "Contract Sum."

Contractor shall finance the cost of construction of the Project, which costs shall not exceed the GMP, except as otherwise provided in the Contract. The Owner shall pay Contractor lease payments pursuant to

the terms and conditions of the Facilities Lease (the "Lease Payments"), which terms and conditions include, due to the complexity of the Project, the ___retention described in the Facilities Lease (the "retention"). The sum of the Lease Payments shall not exceed the GMP established pursuant to Article IV hereof, except as provided in the Facilities Lease and the General Conditions. The GMP does not include the rent due for lease payments following the Final Completion of the Project as described in Attachment B (2) to the Facilities Lease.

ARTICLE V. PREVAILING WAGES. This project is subject to the prevailing wage law and compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor shall coordinate with the Architect to ensure that DIR is advised of the award of the construction contract in a timely manner by filing form PWC-100 with DIR within five days of award of the contract.

ARTICLE VI. ENFORCEABLE COMMITMENT RE SKILLED AND TRAINED WORKFORCE. The Contractor and its subcontractors at every tier shall use a skilled and trained workforce to perform all work on the project, as required by Education Code section 17407.5 and Public Contract Code section 2600 et. seq. Unless the District has entered into a binding project labor agreement, the Contractor shall comply with Public Contract Code section 2602 by submitting to the governing board on a monthly basis during the term of the contract a report demonstrating that the Contractor and the subcontractors at every tier are complying with the requirements of this section. If the Contractor fails to submit a required monthly report, the District shall immediately cease making payments to the Contractor. Each monthly report required by this section is a public record.

ARTICLE VII. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VIII. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE IX. EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE X. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XI. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XII. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract and venue shall be in the Superior Court in Sonoma County, California, and no other place.

ARTICLE XIII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

ARTICLE XIV. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE XV. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XVI. EXHIBITS INCORPORATED. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

The Parties have, by their duly authorized representatives, executed this Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR: GCCL, INC.

BY: Michael Gentry
TITLE: President

BY: _____
TITLE: Corporate Secretary

729437
CONTRACTOR'S LICENSE NO.

11/3018
LICENSE EXPIRATION DATE

OWNER: GRAVENSTEIN UNION SCHOOL DISTRICT

BY: JENNIFER SCHWINN
Superintendent

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A—Statement re: Basis of Award to LLB Contractor

EXHIBIT B - Lease-Leaseback Agreement

SCOPE OF WORK

GRAVENSTEIN ELEMENTARY SCHOOL PHASE III PROJECT

The GMP for all construction costs for the Project is based on the plans, specifications, drawings, and design packages prepared by XXXXXX Architects dated _____, 2018 (DSA date stamp). The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages, which are incorporated herein by this reference.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Attention: Jennifer Schwinn, Superintendent

Exempt from recording fee
per Government Code §6103

SITE LEASE

by and between

GCCL, INC.

and

Gravenstein Union School District

_____, 2018

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SITE LEASE

Gravenstein Elementary School Phase III Project

THIS SITE LEASE is made as of the _____, 2018, between the:

Gravenstein Union School District, Lessor or District, and

GCCI, INC., Lessee.

WHEREAS, the District owns real property located as depicted on Attachment A hereto, incorporated herein by this reference ("Site"), at which the District desires to provide for the construction of the above described Project, as described in the Contract Documents.

WHEREAS, the District has determined that it is in the best interests of the District and for the common benefit of those people residing in the District to construct the Project by leasing a portion of the Site to the Lessee and by thereafter entering into the Facilities Lease under which the District will sublease the Site and lease the Project from the Lessee;

WHEREAS, the District is authorized under section 17406 of the Education Code of the State of California to lease the Site to the Lessee for Lessee to construct the Project on the Site and to leaseback to the District the Site and the Project, and has duly authorized the execution and delivery of this Site Lease;

WHEREAS, the Lessee is authorized to lease the Site as lessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Site Lease; and,

WHEREAS, the District has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Site Lease do exist in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Lessee agree as follows:

1 DEFINITIONS.

- 1.1 Contract documents: those documents identified as such in the Agreement.
- 1.2 Contractor: **GCCI, INC.**
- 1.3 Lessee: **GCCI, INC.**
- 1.4 Lessee Representative: any person authorized by Lessee to act on its behalf.
- 1.5 District: **Gravenstein Union School District.**
- 1.6 District Representative: any person authorized by District to act on its behalf.
- 1.7 Facilities: the Project and the Site - **Gravenstein Elementary School Phase III**
- 1.8 Facilities Lease: the Facilities Lease dated _____, 2018, entered into by and between the District and Lessee, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.

- 1.9 Permitted Encumbrances: as defined in the Facilities Lease.
- 1.10 Project: the Work described in the Contract documents.
- 1.11 Site: those certain parcels of real property and improvements thereon more particularly described in Attachment A.
- 1.12 Site Lease: this Site Lease as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.
- 1.13 Work: all labor, materials, equipment, utilities, services and transportation necessary to complete the Project in accordance with the Contract documents.

2 DEMISING CLAUSES.

- 2.1 **Lease of the Site.** The District hereby leases to the Lessee, and the Lessee hereby leases from the District the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Lessee within three (3) calendar days of execution of this Site Lease.
- 2.2 **Purpose.** The Lessee shall use the Site solely for the purpose of constructing and equipping the Project thereon and leasing the Facilities to the District pursuant to the Facilities Lease and for such purposes as may be incidental thereto.
- 2.3 **Rental.** In consideration for the lease of the Site by the District to the Lessee and for other good and valuable consideration, the Lessee shall pay One Dollar (\$1.00) per year to the District, payable in arrears on the last day of each year for the Term of this Site Lease without further notice or invoice from the District.
- 2.4 **No Merger.** The leasing of the Site by the Lessee to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Site, and the Lessee shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term hereof.
- 3 **Quiet Enjoyment.** The parties intend that the Site will be leased back to the District pursuant to the Facilities Lease for the term thereof. Subject to any rights the District may have under the Facilities Lease to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Site during the term hereof and prior to the filing of the Notice of Completion, and will, at the request of the Lessee, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

4 SPECIAL COVENANTS AND PROVISIONS.

- 4.1 **Waste.** The Lessee agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act or to create or cause a nuisance.
- 4.2 **Further Assurance and Corrective Instruments.** The District and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.
- 4.3 **Right of Entry.** The District and/or its duly authorized representatives shall have the right to enter upon the Site at any reasonable time for any purpose at the District's sole discretion.
- 4.4 **Representations of the District.** The District represents and warrants to the Lessee as follows:
 - 4.4.1 The District is a school district, duly organized and existing under the Constitution and laws of

the State of California;

- 4.4.2 The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease;
- 4.4.3 Neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instruction to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.
- 4.5 **Representations of the Lessee.** The Lessee represents, covenants and warrants to the District as follows:
 - 4.5.1 The Lessee is duly organized and existing under the laws of the State of California, with an active California contractor's license. It has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements;
 - 4.5.2 The Lessee has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease;
 - 4.5.3 Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Site, except Permitted Encumbrances.
- 4.6 **Contractor.** The Lessee agrees that it will cause the applicable terms of the Contract documents to be incorporated into any contracts or subcontracts Lessee enters into for the construction of the Project. The Lessee agrees to perform the Work and construct the Project in accordance with the Contract documents. Lessee, as Contractor, shall provide the District on forms provided by the District the following: (1) Payment Bond; (2) Performance Bond; (3) Drug-Free Certification; (4) Fingerprint Certification; and (5) Workers Compensation Certificate. Lessee hereby assigns to the District any and all of its rights under the Performance Bond.
- 5 **ASSIGNMENT**
 - 5.1 **Assignment and Subleasing.** Lessee shall not assign this Site Lease or any of the rights, obligations or liabilities hereunder, or sublet or allow any other entity or individual to occupy the whole or any part of the Site, without the District's prior written consent, in the District's sole and absolute discretion; provided, however, in such event Lessee shall not be relieved of its obligations or liabilities under the Lease or Contract documents.
 - 5.2 **Restrictions on the District.** The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Site Lease.

- 5.3 **Liens.** Lessee agrees to keep the Site and every part thereof free and clear of any and all liens, including without limitation, pledges, charges, encumbrances, claims, stop notices, liens of any type arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Site or the Project or otherwise. Lessee further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, or otherwise extinguish liens (as for example by posting appropriate bonds) and in any event to hold District harmless from any and all such liens, mortgages, including without limitation, and claims of liens and suits or other proceedings pertaining thereto.
- 6 **Improvements.** Title to all improvements made on the Site during the term hereof shall vest in the Lessee or the District in accordance with the terms of the Facilities Lease.
- 7 **TERM AND TERMINATION**
- 7.1 **Expiration of Site Lease.** This Site Lease shall expire simultaneously with the expiration of the Facilities Lease as provided therein.
- 7.2 **Term of Site Lease.** The term of this Site Lease shall commence as of the date of the issuance of the Notice to Proceed from District to Lessee, and shall continue until the last day of the Term of the Facilities Lease.
- 7.3 **Termination.** The District and Lessee shall have the right to terminate the Lease Documents in accordance with the General Conditions. Notwithstanding any other provision of this Site Lease, upon termination of the Facilities Lease for any reason whatsoever, this Site Lease shall be deemed terminated simultaneously therewith.
- 8 **MISCELLANEOUS**
- 8.1 **Governing Law; Interpretation.** This Site Lease shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against District or Lessee.
- 8.2 **Successors.** This Site Lease and all terms hereof are binding upon and inure to the benefit of the successors and assigns of the parties.
- 8.3 **Authority.** The individual executing this Site Lease on behalf of Lessee warrants and represents that he is authorized to execute this Site Lease and bind Lessee to all terms hereof. The individual executing this Site Lease on behalf of District warrants and represents that he/she is authorized to execute this Site Lease and, subject to approval and ratification by the District's Governing Board, to bind District to all terms hereof and authority granted to enter into this Site Lease.
- 8.4 **Marginal Headings; Captions.** The titles of the various Paragraphs of the Site Lease are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of Lessee and District hereunder.
- 8.5 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Site Lease and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by Lessee
- 8.6 **Severability.** If any provision of this Site Lease is deemed unconscionable, herein defined to include illegal, invalid unenforceable or void by any court of competent jurisdiction, the court may, as it deems equitable, refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause as to avoid any unconscionable result, such provision shall be deemed stricken and deleted here from, but all remaining provisions will

remain and continue in full force and effect.

- 8.7 **Counterparts and Facsimiles.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall be deemed to constitute one and the same instrument; a facsimile signature by a party may be relied upon by the other parties as an original signature.
- 8.8 **Dispute Resolution.** Notwithstanding any other provision of the Contract documents, any and all claims by Lessee shall be resolved in accordance with Article 50 of the General Conditions. Any claim not covered by that provision shall be pursued, if at all, pursuant to the California Government Claims Act.
- 8.9 **Notices.** Notices Lessee or District are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Site Lease or modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid, addressed and delivered as follows:

If to District:
Gravenstein Union School District
Jennifer Schwinn, Superintendent
3840 Twig Ave
Sebastopol, CA 95472

If to Lessor:
GCCI, INC.
Michael Gentry, President
3640 Airway Dr,
Santa Rosa, CA

Entire Agreement. This Site Lease and Attachment A hereto form the Site Lease. The foregoing constitutes the entire agreement and understanding between the District and Lessee concerning the subject matter hereof, replacing and superseding all prior agreements or discussions, whether written or oral. No term or condition of this Site Lease shall be modified or amended except by a writing executed by the District and Lessee.

This Site Lease entered into as of the day and year first written above.

Gravenstein Union School District

GCCI, INC.

By: Jennifer Schwinn

By: Michael Gentry

Title: Superintendent

Title: President

NONCOLLUSION DECLARATION

To be executed by the Contractor and submitted with the proposal:

Michael Gentry, declares that he or she is President of GCCL, INC., the party making the foregoing proposal, and affirms that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true and correct; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

This Certification pertains to the Gravenstein Elementary School Phase III Project ("Project") between the Gravenstein Union School District (the "District" or the "Owner") and GCCI, INC. (the "Contractor").

The undersigned does hereby certify to the Governing Board of the District that (1) he/she is a representative of the Contractor, (2) he/she has personal knowledge regarding the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. Education Code. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, the Contractor has installed or will install, prior to commencement of any work, a physical barrier at the Project site, as approved in writing by the District, that will limit contact between Contractor's and subcontractors' employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, the Contractor certifies that all Contractor and subcontractor employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name:

Title:

The Work on the Contract is at an unoccupied school site and no Contractor employee and/or subcontractor employee or supplier of any tier of Contract shall come in contact with the District pupils.

2. Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor and any subcontractor who will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Note: The Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees, subcontractors or acting as independent contractors of the Contractor.

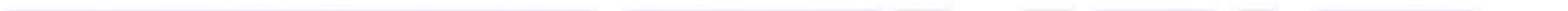
I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Name of Contactor: _____

Signature: _____

Print Name: _____



VI C



707 542 4652
axiaarchitects.com

250 D Street
Suite 210
Santa Rosa
CA 95404

INFORMAL IOR RFP ANALYSIS

PROJECT: Hillcrest Middle School improvements JOB NO: 1018
 RFP DUE DATE: May 3rd, 2018 RFP DUE TIME: 2:00pm
 LOCATION: Electronic Response

CONTRACTOR:	Proposal Requirements:	RFP PROPOSALS:	
		GEOTECH ALTERNATE	FEE AS INDICATED IN PROPOSAL
Consolidated Engineering Laboratories 7757 Bell Road Windsor, CA 95492	<input checked="" type="checkbox"/> Contact Info <input checked="" type="checkbox"/> License <input checked="" type="checkbox"/> LEA# <input checked="" type="checkbox"/> Review of Drawings	Estimated \$10,796.10	Estimated \$10,333.55 Total Including Alternate \$21,129.65
LACO Associates 3450 Regional Parkway, STE B2 Santa Rosa, CA 95403	<input checked="" type="checkbox"/> Contact Info <input checked="" type="checkbox"/> License <input checked="" type="checkbox"/> LEA# <input checked="" type="checkbox"/> Review of Drawings	Estimated Non-Provided	Estimated \$12,663.00
SIGNET Testing Labs, Inc. 3526 Breakwater Ct. Hayward, CA 94545	<input checked="" type="checkbox"/> Contact Info <input checked="" type="checkbox"/> License <input checked="" type="checkbox"/> LEA# <input checked="" type="checkbox"/> Review of Drawings	Estimated \$8,552.00	Estimated \$5,635.00 Total Including Alternate \$14,178.00

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PROJECT NO. 8027.07

ENGINEERING SERVICE AGREEMENT for Construction Test/Inspection Services

Gravenstein Union School District, referred to as "CLIENT", requests, and LACO Associates, referred to as "LACO", agree to provide Construction Test/Inspection services for the following project.

Project Name: GUSD: Hillcrest MS TI-Increment 1 Material Testing & Special Inspections

Project Location: 725 Bloomfield Road Sebastopol, CA

Description of Scope and Services to Be Provided

- See proposal letter dated May 3, 2018

Estimated Date of Completion

- December 31, 2018

**Estimated date of completion is contingent on when we receive the signed agreement.*

Prevailing Wage rates **do** apply to this project.

Payment Terms: Net 30

CLIENT agrees to pay at the hourly rates and to pay all other costs for the work or portion of work performed as set forth in the "SCHEDULE OF RATES" attached and made a part of this Agreement. These rates are subject to periodic revision, of which written advance notice will be provided. The time and material based estimated fee is: **\$12,663.**

A retainer of **\$waived**, 50% of the estimated fee, to be applied to the FINAL invoice, must accompany signed agreement.

This agreement includes the following attachments: GENERAL CONDITIONS, labeled GEN2007, Schedule of Rates, and others (if any) noted above.

This agreement is entered on this day, May 3, 2018, in Santa Rosa, Sonoma County, California.

SIGNED _____
 LACO Associates
 3450 Regional Parkway, STE B2
 Santa Rosa, CA 95403
 (707) 525-1222
 (707) 443-0553 FX
Principal: Rodney L Wilburn
PM: Edward H. Crump

SIGNED _____
PRINTED _____
DATE _____
CLIENT: Gravenstein Union School District
ADDRESS: 3840 Twigg Avenue
 Sebastopol, CA 95471
PHONE:
FAX:
EMAIL:

Received on Retainer _____

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GENERAL CONDITIONS

LACO will perform only those services outlined in the agreed scope of work, except that CLIENT and LACO may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

CLIENT has relied on LACO's judgement in establishing the workscope and fee for this project, given the project's nature and risks. CLIENT shall, therefore, rely on LACO's judgement as to the continued adequacy of this Agreement in light of occurrences or discoveries not originally contemplated or known. Should LACO call for contract renegotiation, LACO shall identify the changed conditions which, in LACO's judgement, make such renegotiation necessary, and LACO and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to help permit LACO to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that LACO has an absolute right to terminate this Agreement.

LACO agrees to strive to perform the services set forth in this Agreement in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. LACO's services shall not be subject to any expressed or implied warranties whatsoever.

Invoices may be submitted to CLIENT as frequently as every four (4) weeks and/or upon completion of the work and are due and payable when presented. All accounts not paid in full within agreed payment terms will include a late payment charge from the date of the invoice, at the rate of 1.5% per month. If legal action is instituted on this account, the prevailing party shall be awarded such attorney's fees and other costs as the Court may adjudge to be reasonable. The CLIENT acknowledges the requirements of reporting cash payments for services that exceed \$10,000 under federal law. Generally, any person, as defined, in a trade or business who receives more than \$10,000 in cash in a single transaction or in related transactions must file a Form 8300 with the Internal Revenue Service. CLIENT understands that if such payment(s) are made to LACO, a Form 8300 will have to be submitted by LACO.

If CLIENT for any reason fails to pay the undisputed portion of LACO's invoices fifteen (15) days after invoice due date, LACO has the right to cease work on the project, and CLIENT agrees to waive any claim against LACO for cessation of services, and shall defend and indemnify LACO from and against any claims for injury or loss stemming from LACO's cessation of service. CLIENT agrees to also pay LACO the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT agrees to also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify LACO within ten (10) days of receipt of the bill in question, and CLIENT and LACO shall work together to resolve the matter within sixty (60) days of its being called to the attention of LACO. If resolution of the matter is not attained within sixty (60) days, either party may terminate this Agreement in accordance with condition contained herein.

In recognition of the inherent risk of claims associated with the services to be provided and in consideration of our Agreement to perform these services, CLIENT agrees to limit LACO's liability for CLIENT and any third parties arising from LACO's professional acts, errors or omissions, such that the total aggregate liability of engineer to all those named shall not exceed \$20,000 or LACO's total fee for services rendered on this project, whichever is greater. (If CLIENT wishes to discuss higher limits and charges involved, he should speak with LACO.) CLIENT further agrees to require of any contractors or subcontractors an identical limitation of LACO's liability for damages suffered by the contractor or subcontractor arising from LACO's professional acts, errors, or omissions. Neither the contractor, nor any of his subcontractors assumes any liability for damages to others which may arise on account of LACO's professional acts, errors or omissions except as otherwise stipulated herein. Limitations on liability and indemnities in this Agreement are business understandings between the parties, voluntarily and knowingly entered into, and shall apply to all theories of recovery, including but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence.

Both CLIENT and LACO agree that, to the extent allowed by law, they will not be liable to each other for special, indirect, or consequential damages arising out of or related to this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

By this Agreement, LACO specifically excludes, disclaims and is discharged from any responsibility or liability for all direct or indirect loss or harm resulting from the presence, failure to discover, interception, escape or discharge of hazardous or toxic materials of any kind, including the contamination of soil, water, air or other property as a result thereof. This exclusion included, but is not limited to, exploration, testing, analysis, or recommendations by LACO.

LACO's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that LACO will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless LACO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by LACO's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

CLIENT waives any claim against LACO and agrees to defend, indemnify and hold LACO harmless for injury or loss which may arise as a result of (1) alleged cross-contamination of aquifers caused by sampling, (2) release of pollutants to the environment, (3) drill cuttings, fluids or other presumed hazardous materials being left on-site after containerization by LACO, (4) containing, labeling, transporting, testing, storing, or other handling of contaminated samples, (5) any work, error, omission or negligent act performed by contractors or others not under complete and direct supervision by LACO for the specific task required.

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CLIENT is responsible for accurately delineating the locations of all underground structures and utilities. LACO will take reasonable precautions to avoid known subterranean structures, and CLIENT agrees to defend, indemnify and hold LACO harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located.

In the absence of special arrangements, all uncontaminated samples of soil or rocks will be disposed of by LACO sixty (60) days after submission of our report. Soil, water, rock and/or other waste materials generated during work on the project site shall remain the sole property and responsibility of CLIENT. It is CLIENT's sole responsibility to arrange for lawful disposal of all waste materials. Soil, water, rock and/or other waste materials generated during LACO's work efforts on behalf of the CLIENT which may be contaminated with hazardous or toxic materials or potentially hazardous or toxic materials will be containerized on the site in approved containers at such times as they may be generated. Such materials may be required by law to be characterized and disposed of within a limited time frame. Arranging for disposal of hazardous or toxic materials or potentially hazardous or toxic materials is specifically excluded from the scope of LACO's services. Upon written request from the CLIENT, LACO may assist in coordinating or facilitating lawful disposal procedures by an appropriately-licensed contractor employed by the CLIENT. Regardless of any coordination or facilitation of disposal of hazardous or toxic materials or potentially hazardous or toxic materials by LACO on behalf of the CLIENT, CLIENT agrees to indemnify and hold harmless LACO from any claim of liability for injury, loss or environmental damage, including cost of defense, arising from any disposal of hazardous or toxic materials or potentially hazardous or toxic materials.

LACO and CLIENT agree that discovery of unanticipated hazardous or toxic materials constitutes a changed condition mandating renegotiation or termination of services. LACO agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous or toxic materials be encountered. CLIENT agrees to make any disclosures required by law to the appropriate governmental agencies. CLIENT and LACO also agree that discovery of hazardous materials may make it necessary for LACO to take immediate action to protect health and safety. CLIENT agrees to compensate LACO for all costs required for such action and other costs incident to such unanticipated discovery of hazardous or toxic materials.

CLIENT agrees that construction contractors, subcontractors or others not affiliated with LACO are solely responsible for safety at and near the project site. LACO will have no responsibility or liability for methods of work performance, supervision including selection of equipment, selection or direction of contractor's employees, or sequencing of construction other than that done by LACO's own employees. LACO will not be responsible for excavation safety, temporary slopes, shoring, underpinning, dewatering, or other construction activities of the contractor(s) and subcontractor(s).

Unless otherwise agreed, CLIENT will furnish right-of-entry on land for planned field operations. CLIENT will notify any and all possessors of the project site the CLIENT has granted LACO free access to the site. LACO will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in the proposal or scope of work.

All documents, reports, boring logs, field and survey notes, tracings, and other documents prepared by LACO as instruments of service shall remain the property of LACO. All designs, information, reports, or recommendations prepared or issued by LACO are for the sole use of the CLIENT for the specific project for which they are prepared. CLIENT agrees not to provide such materials to any person or organization unless the person or organization agrees in writing to be bound by the conditions of this Agreement. CLIENT agrees to save and hold LACO harmless from any liability arising from any use made by CLIENT or any other party outside the intent of this Agreement.

All claims, disputes, and other matters in controversy between LACO and CLIENT arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent that CLIENT and LACO have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedures are set forth in this Agreement, then it shall be understood that the parties will submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (1) the claim will be brought and tried in the judicial jurisdiction of the Court of the county where LACO's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

This Agreement may be terminated by either party upon ten (10) days written notice by certified mail, return receipt requested. If CLIENT elects to terminate this Agreement, CLIENT will be responsible for all charges, as computed under this Agreement, for work performed by LACO through the tenth day after mailing of the notice of termination.

The laws of the State of California will govern the validity of the terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.



May 3, 2018

8027.07

Gravenstein Union School District
3840 Twig Avenue
Sebastopol, California 95472

Attention: Jennifer Schwinn

Subject: Proposal for Special Inspection and Materials Testing Services
Hillcrest Middle School Improvements – Increment 1
725 Bloomfield Road, Sebastopol, California
DSA File No. 49-39; DSA App. No. 01-117326

Dear Jennifer:

LACO Associates (LACO) is pleased to present this proposal to provide Special Inspection and Materials Testing services for the planned improvement project at Hillcrest Middle School, located in Sebastopol, California. In preparation of this proposal, we have reviewed plans and specifications prepared by AXIA Architects dated February 21, 2018, and reviewed DSA Form 103.

PROJECT DESCRIPTION

Based on our review of project plans, we understand that the campus improvements are planned for consist of a new accessible path of travel with concrete stairs and retaining walls. Improvement plans also include and electrical work for campus lighting and switch gear. Construction elements that will require special inspection and materials testing services include foundation and retaining wall concrete, post-installed anchors, and welded handrails.

SCOPE OF SERVICES

A California Registered Civil Engineer will review concrete mix design for conformance with project plans and specifications. We will be present at the rebar fabrication facility to sample and tag individual bundles for laboratory tensile and bend testing. Prior to placement of concrete in foundations and slabs, we will perform batch plant inspections to verify that materials and quantities conform to project specifications. During placement of concrete, we will observe procedures, perform temperature and slump tests, and prepare cylinders for laboratory compressive strength testing.

Certified welding inspectors will observe shop and field welding, and compare our observations to project plans and specifications.

We will observe the placement of post-installed anchors. In addition, we can perform load- and/or torque-testing of post-installed anchors, as required by the Inspector of Record (IOR).

We will provide the services of qualified and certified technicians to perform the work described above on an as-requested basis. We should be notified at least 24 hours in advance to adequately schedule our services. Any workmanship or product discrepancies with construction elements that we are requested to observe and/or test will be brought to the immediate attention of the IOR and contractor(s). Field reports and laboratory test results will be forwarded to the Architect, DSA, IOR,

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 www.lacoassociates.com

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and Structural Engineer. Reports will be uploaded to the DSA Box on a regular basis. Upon completion of the project, we will prepare final affidavits for similar distribution.

COST EVALUATION

LACO will provide the services of our Special Inspectors on a time-and-materials basis **with no minimum charges** at a rate of \$115 per hour. Other charges will be in accordance with our Schedule of Rates (attached). Accordingly, based on our review of project documents and experience with similar projects, we recommend that an estimated budget of **\$12,166** be established for our services on this project, as detailed in the table on the following page:

SPECIAL INSPECTION AND MATERIAL TESTING	HOURS	VISITS	RATE	COST
Rebar sample and tag	6	3	\$115	2,070
Special inspection during shop welding	4	3	\$115	1,380
Special inspection during field welding	4	2	\$115	920
Special inspection during concrete placement	6	3	\$115	2,070
Load test post installed anchors	3	5	\$115	1,725
Laboratory rebar tensile and bend testing (est)	-	-	-	2,000
Laboratory concrete/grout compression tests (\$25 ea.)	-	-	-	375
Sample retrieval	1	3	\$115	345
Vehicle charges (\$65 per day)	-	-	-	618
Professional engineering/management @ 8%	-	-	\$165	920
Reporting - certified payroll	3	-	\$80	240
Total				\$12,663

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised that the actual construction schedule and progress of individual contractors controls the number of site visits needed for observation and testing and that our total fees may vary from our budget estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates. However, we will not exceed the contract budget without the owner's prior authorization.

SPECIAL CONDITIONS AND / OR ASSUMPTIONS

- LACO understands that this project qualifies as prevailing wage as set forth by California Department of Industrial Relations.
- This proposal anticipates that the welding fabrication facility will be located in Sonoma County. Should the facility be otherwise located, additional travel charges could apply.

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- The actual sequencing of work by the contractor has the potential to significantly change the final cost of the services LACO will provide for this project. Costs could be reduced or increased depending on contractor performance.
- Each site visit represents a typical site visit, portal to portal, inclusive of labor, vehicle charges, and equipment charges.
- LACO will rely on others (owner or contractor authorized representative) to coordinate the total number of site visits needed to meet the quality assurance and testing requirements of the project.
- Material testing or observation performed by LACO shall not be relied upon as acceptance of the work, and in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.
- LACO requests CLIENT or CLIENT representative assist in providing safe access during on-site visits to facilitate required field testing and sampling.

Thank you for considering our services. If this proposal is acceptable, please sign and date the first page of the attached Engineering Service Agreement and initial each page of the General Conditions.

We look forward to working with you on this project. Please call us directly at (707) 525-1222 should you have questions.

Sincerely,
LACO Associates



Edward Crump, PE
Senior Civil Engineer

Attachment: Engineering Service Agreement

EHC



SCHEDULE OF RATES

HOURLY RATES

Table listing hourly rates for various roles: Principal Professional* (\$160.00 - 235.00 per hour), Project Manager* (\$135.00 - 165.00 per hour), Senior Professional* (\$118.00 - 205.00 per hour), Staff Professional* (\$98.00 - 155.00 per hour), Assistant Professional* (\$92.00 - 140.00 per hour), Junior Professional* (\$70.00 - 123.00 per hour), Senior Drafter/Designer (\$100.00 - 135.00 per hour), Drafter/Designer (\$70.00 - 115.00 per hour), Senior Technician (\$91.00 - 155.00 per hour), Technician (\$70.00 - 115.00 per hour), Special Technician Groups 1-4 - Prevailing Wage Rates (\$110.00 - 141.00 per hour), Special Consultants (depends on qualifications) (\$100.00 - 225.00 per hour), Senior Geotechnical Engineer (\$180.00 - 210.00 per hour), Court Appearance/Depositions (4 hour minimum) (\$350.00 - 450.00 per hour), Licensed Surveyor (\$135.00 - 175.00 per hour), One-Man Survey - Prevailing Wage Rates (\$155.00 - 175.00 per hour), One-Man Survey (\$130.00 - 150.00 per hour), Two-Man Survey Party - Prevailing Wage Rates (\$290.00 - 340.00 per hour), Two-Man Survey Party (\$220.00 - 270.00 per hour), Three-Man Survey Party - Prevailing Wage Rates (\$435.00 - 480.00 per hour), Three-Man Survey Party (\$330.00 - 375.00 per hour), Certified Public Accountant (\$120.00 per hour), Project Administrator/Coordinator (\$80.00 - 110.00 per hour), Clerical (\$75.00 - 105.00 per hour)

**Professional" may apply to Engineer, Geologist, Planner, Architect, Environmental Scientist, or other specialties

NOTES

- 1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. In accordance with State labor laws, prevailing wage rates may be required on State or Federally funded projects. These rates apply to survey party chief, rodman, chainman, soils field tester, and materials field tester. The hourly rate differential is \$25 to \$35 dollars per hour per person depending on project location and labor classification. The differential will be added to the above hourly rates.
3. Outside services will be performed at Cost plus 15%.
4. Subsistence will be calculated at Actual Cost plus 15% or agreed per diem rates.
5. All travel time will be charged at the regular hourly rates unless other written arrangements are made.

TRANSPORTATION

Automobile and pickup*: Trip charge per day (\$65.00 per day), Minimum charge, vehicle (\$15.00), Over 80 miles (Federal Rate + \$0.10 per mile), Other transportation, air travel, etc. (\$Cost + 15%)

MATERIALS

Survey hubs, stakes, lath, or guineas (\$1.00 each), Survey markers, plain iron pipe (\$5.00 each), Plan copies per sheet (11x17) black & white \$0.25, color \$2.50 each, Plan copies per sheet (24x36) black & white \$5.00, mylar \$20.00, color \$21.25 each, All other materials or printing (\$ Cost + 15%)

- * Minimum charge of 1/2-day on all equipment billed on daily basis
** Plus Technician Rate

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Initials: LACO CLIENT

RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Eureka, California. Sample pick up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136.....	\$100.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$55.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136.....	\$60.00
103.	Finer than #200, ASTM C-117	\$55.00
104.	Particle Size Analysis, ASTM D-422***	\$90.00
105.	Cleanness Value, Caltrans 227	\$75.00
106.	Sample Preparation	\$35.00
107.	USDA Textural Suitability Analysis (per point)***	\$50.00
108.	Bulk Density, Leachfield System Suitability	\$35.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318***	\$110.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419	\$70.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$70.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128	\$80.00
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$155.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718	\$180.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40.....	\$75.00
117.	Moisture Content of Soils In Place, ASTM D-2216.....	\$15.00
118.	Density of Soils In Place, ASTM 2937	\$30.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821.....	\$100.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744.....	\$75.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744	\$75.00
122.	RH Meter.....	\$65.00
123.	Unconfined Compressive Strength	\$80.00
124.	CBR Soils Test with Compaction	\$550.00
125.	Consolidation, 3" dia., ASTM D-2435***	\$280.00
127.	Direct Shear, ASTM D-3080 (3 points)	\$275.00
128.	Direct Shear, ASTM D-3080 (per additional point)	\$55.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829***	\$150.00
131.	Pocket Penetrometer.....	\$10.00
135.	Unit Weight, ASTM C-29	\$70.00
139.	CBR Soils Test Without Compaction	\$350.00

For other testing not listed, please inquire.

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39.....	\$25.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39.....	\$20.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153.	Disposable Concrete Molds	(each) \$3.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment.....	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$250.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496	(per test) \$90.00
164.	Voltage Meter.....	(per day) \$35.00

LACO

C. SPECIAL EQUIPMENT

258.	Coating Thickness Gauge	(per Day) \$25.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**	(per day) \$75.00
333.	Load Cell **	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day) \$100.00
450.	Field Lab Analysis (Hanby)	(per test) \$25.00
332.	Turbidity Meter *	(per day) \$40.00
352.	Dissolved Oxygen Meter *	(per day) \$40.00
245.	pH/T/K Meter *	(per day) \$40.00
247.	Water Level Meter	(per day) \$25.00
321.	Bladder Pump/2" Submersible Pump *	(per day) \$45.00
224.	Cam/Portable Pump (12-volt).....	(per well) \$5.00
336.	Pressure Washer *	(per day) \$45.00
323.	Steam Cleaner *	(per day) \$75.00
456.	Rotary Hammer Boring System.....	(per boring) \$25.00
452.	Hydro Punch	(per sample) \$30.00
454.	Continuous Core Sampler	(per foot) \$5.00
249.	Generator *	(per day) \$40.00
244.	4-Channel Datalogger *	(per day) \$115.00
354.	Hand Auger *	(per day) \$25.00
22.	Traffic Control Cones (25) *	(per day) \$8.00
31.	Barricade *	(per day) \$5.00
23.	Passive Skimmer (1 liter).....	(per week) \$15.00
24.	Electric Skimmer	(per week) \$125.00
326.	Submersible Pump *	(per day) \$45.00
322.	Centrifugal Pump *	(per day) \$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	(per day) \$90.00
661.	Calcium Chloride Kits	(each) \$25.00

* Minimum charge of 1/2-day on all equipment billed on daily basis

** Plus Technician Rate

*** Sample preparation not included

May 3, 2018

Hillcrest Middle School Improvements - Increment 1

SPECIAL TESTING & INSPECTION SERVICES



Prepared By:



3526 Breakwater Court | Hayward, CA 94545
Tel: 510.887.8484 | Fax: 510.259.1068



May 3, 2018

Prepared for:

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

c/o:

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

Email: dweigl@axiaarchitects.com

Subject Proposal to Provide Special Testing & Inspection Services
Hillcrest Middle School Improvements – Increment 1
725 Bloomfield Road, Sebastopol, CA

Legal Business Name: Signet Testing Laboratories, Inc.

Address: 3526 Breakwater Court, Hayward, CA 94545

Dear Drew and District Staff,

Signet Testing Laboratories, Inc. (Signet) is pleased to present our proposal to AXIA Architects and Gravenstein Union School District (District) to provide special testing & inspections services for the Hillcrest Middle School Improvements – Increment 1 Project located in Sebastopol, California. With our extensive background and expertise managing similar DSA projects we will provide superior support and service throughout the duration of this assignment.

We are pleased to present our project management approach to participate as your inspection team during construction of the project. We have summarized several areas of our qualifications that will demonstrate our project understanding and approach for this project:

- Signet has been a leader in Materials Testing and Inspections Services in the State of California for 50 years and maintains a DSA certification for special inspection and testing services (LEA #059).
- Signet maintains a fully equipped 14,000-square-foot soils/geotechnical, concrete and asphalt testing laboratory in Hayward, California. This facility is reviewed by DSA, AMRL, CCRL and accredited/certified by both AASHTO, USACE and Caltrans.
- We have refined our approach through extensive DSA experience for a multitude of K-12 Districts and Community Colleges including recent work with Ross Valley School District, West Sonoma County Union School District, Kentfield School District, New Haven USD, San Lorenzo USD, Hayward USD, Tamalpais USD, and West Contra Costa USD.
- Our commitment to safety is proven by our record of 6 years working without a lost time case (+1.5 million exposure hours).

3526 Breakwater Ct., Hayward, CA 94545
Tel: 510.887.8484 | Fax: 510.259.1068

www.signettesting.com

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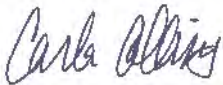
Signet is subject and signatory to agreements with the Union of Operating Engineers Local 3 (OE3) under The American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) covering inspection and testing personnel. Field services will be billed at increments of 4 hours. Professional staff is billed in hourly increments. Services in excess of 8 hours per day (Monday through Friday, excluding Holidays) and the first 8 hours on Saturdays are billed at 1.5 times the appropriate rate. Services over 12 hours per day (Monday through Friday), over 8 hours on Saturdays, on Sundays and on holidays are billed at 2 times the appropriate rate. Field services are billed on a time-and-expense, portal-to-portal basis from our base of operations. An administration fee of seven percent will be added to all invoices. Equipment, trip, parking and toll charges are additional when applicable. All payments are net-30 days from the date of invoice and are considered past due thereafter. A finance charge of one and a half percent per month service charge (eighteen percent per annum) may be assessed on past due accounts. The rates quoted are valid through June 30, 2018 and are subject to an annual minimum cost-of-living increase of 5.0 percent for services after that date.

Please recognize that the estimate of the total cost for the scope of services described herein is provided in good faith, but is intended as an estimate only. There are many variables that may affect the performance of professional services (including, without limitation, schedule adjustments and conditions in the field, coordination with other trades, field change orders, contractor staffing, weather, materials availability and the like). Construction practices and schedules can vary widely and may impact our estimate. If additional services beyond those specifically included in our scope of services presented above are required, such as project meetings, additional observation and testing, re-inspection, or additional laboratory tests, our fees for those services will be billed on the attached fee schedule.

We are very excited at the opportunity of working with you and your Design/Construction team during the course of this project. Our project personnel are available to meet and discuss your project and our approach in greater detail. Should you have any questions or require additional information, please contact Carla Collins at 510.887.8484.

Respectfully Submitted,

SIGNET TESTING LABORATORIES, INC.



Carla Collins
Vice President



Raj Prakash
Business Development/Project Manager

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Section 1

Firm Qualifications

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Firm Overview

Signet Testing Laboratories, Inc. (Signet), a Delaware Corporation, is a wholly-owned subsidiary of United Engineering Resources, Inc. (UER). With a principal office in Hayward, California, Signet has maintained a reputation for professional excellence and providing quality special inspection and testing services throughout California for over 50 years. We have assembled a team of proven, qualified and diverse staff with unparalleled experience in our discipline and have consistently provided high-quality services on thousands of projects ranging from K-12 and higher education campuses to commercial and industrial, water treatment facilities, roadways and bridges, and high-rise buildings.

Signet facilities are reviewed by the Division of the State Architect (DSA), Cement and Concrete Reference Laboratories (CCRL), accredited by American Association of State Highway and Transportation Officials (AASHTO), and certified by Caltrans. Signet is also in the Office of Statewide Health Planning and Development (OSHPD) Preapproved Laboratory (OPL) Program (No. OPL-0037-15). Signet maintains a fully-equipped soils/geotechnical, concrete and asphalt testing laboratory.

Signet is subject and/or signatory to one or more agreements with the International Union of Operating Engineers (OE3), AFL-CIO covering inspection and testing personnel (the "Labor Agreement"). Working conditions and hours will be enforced in accordance with the applicable Labor Agreement.

Firm Name: Signet Testing Laboratories, Inc.

Years in Business: 50+ years | *Date Established:* 1966

Office & Laboratory Location:
3526 Breakwater Court | Hayward, CA 94545

Telephone: 510.887.8484 | *Fax:* 510.259.1068

Firm Contact: Carla Collins, Vice President
510.887.8484 | ccollins@signettesting.com

Website: www.signettesting.com

Federal Tax I.D. Number: 94-3297332

Type of Organization: Corporation

Total Local Employees: 60

Employees by Classification:
Executives/Managers: 3
Licensed Professional Engineers: 2
Licensed Field/Laboratory Professionals: 45
Office Professionals: 10

Primary Business Types

Special Inspections

- Reinforced Concrete
- Structural Masonry & Steel Welding
- Spray-Applied Fireproofing
- Roofing/Waterproofing
- Fabrication Shop/Batch Plant Inspection
- Materials Verification & Sampling
- Prestressed/Post-tensioned Concrete, Shotcrete

Field Services

- Mechanical Inspection
- Electrical Inspection
- Asphalt Pavement Testing
- Seismic/Investigative Analysis

Soil/Aggregate Properties

- Field Compaction Testing
- Backfill Monitoring
- ASTM Laboratory Tests & CTM Test Methods

Special Testing

- Proofload/Pull Testing
- Torque Testing of Anchors
- Full-Service Materials & Concrete Lab
- Non-Destructive Testing

Special Services Offered

- Structural Mockups/Investigations
- Expert Witness/Consultation
- Strain Gauge Instrumentation
- Failure Analysis/Investigation

Geotechnical Services

- Soil Compaction Observations & Testing
- Soil Mechanics Laboratory
- Sieve Analysis
- Materials Reports
- R-Value Determinations
- Soils Classifications
- Laboratory Analysis
- Permeability Evaluations
- Soils Percolation Testing

Engineering Services

- Mix Design Reviews
- Concrete Trial Batches
- Submittal Review Services
- Lab Affidavits

Market Areas

Educational Facilities

- K-12 Public & Private Schools
- Community Colleges
- Universities

Civic Facilities

- Community Centers
- Government Buildings & Facilities
- Libraries
- Sports Areas

Healthcare

- In-Patient
- Out-Patient

Infrastructure

- Transportation
 - Aviation
 - Bridges
 - Levees
 - Roadways & Highways
 - Ports
 - Rail
- Utility
 - Power
 - Water

Commercial Facilities

- Hospitality
- Mixed-Use
- Offices
- Plazas
- Retail
- Industrial

Specialty/Other

- Historic Preservation
- Religious Facilities
- Parking Structures

Our team of professional engineers, inspection staff, and materials testing technicians offer the unique level of quality assurance experience necessary to support the implementation, execution and final sign-off of all materials testing and special inspection activities. We have successfully proven the ability to manage and communicate between various team members; including the City/County's engineers, design team, contractor and subcontractors.



Laboratory Overview

Our 14,000-square-foot facility is equipped to provide testing services on a wide array of construction materials, including asphalt concrete, portland cement concrete, masonry, reinforcing and structural steel as well as soils and aggregates. We also maintain a dedicated geotechnical laboratory designed to support projects of all sizes with a variety of technical requirements. Our laboratory routinely supports projects with complex material analysis and is capable of supporting many large scale projects simultaneously. Our laboratory facilities maintain accreditation through CCRL, AASHTO, Caltrans, USACE, OSHPD, and DSA (Laboratory Evaluation and Acceptance Program [LEA] 059, Expiration July 11, 2019). Our Laboratory Manager, Osama El-Fiky, is a California Professional Engineer (license number is 60546) and a California Professional Geotechnical Engineer (license number is 2803).



Our Technical Resource Center is highly recognized as a soils and physical materials testing laboratory by renowned agencies in the industry. It is staffed by seasoned laboratory professionals and supported by our Principal Engineers and senior staff members. All our laboratories have dedicated full-time staff and a lab manager.

Certifications & Standards

Our field and laboratory personnel are dedicated performers who have proven their abilities through successfully completing certification programs sponsored by the following organizations:



As part of our quality system and industry standards, our laboratory is regularly audited by outside parties. These organizations verify all of our equipment, training and procedures are in compliance with the appropriate standards. Our laboratory maintains certifications from the following agencies:



West Sonoma County Union High School District

Sebastopol & Forestville, California



K-12 DSA New Construction & Renovation

The West Sonoma County Union High School District completed modernizations to Analy and El Molino High Schools as well as new construction at Analy High School. Signet provided special inspection and testing services on three of the District's contracts, including:

- Analy and El Molino High School Stadiums Bleacher/ Press Box Structures Modernizations - Minor site improvements, new concrete foundations, and pre-engineering grand stands and press box structures.
- Analy and El Molino High School Stadium Modernization - Utility and storm drain upgrades, major site improvements, new synthetic turf systems, track resurfacing, asphalt concrete paving, new curb, walkway and concrete paving, pre-engineered grand stands and press box structures, minor upgrades to site facilities including concessions, storage facilities and restrooms, as well as new lighting and support poles.
- Analy High School New Band Room - The new building includes the band room, two small offices, two small practice rooms, instrument storage rooms. This project also included adjacent site improvements.

Signet was selected to provide special inspection and material testing services including soils/AC compaction, batch plant, concrete, concrete placement, rebar placement, field and shop welding, high-strength bolting, grout and proof load/torque testing.



Construction Cost: Varied

Owner: West Sonoma County Union High School District

Current Contract Status: Complete (2015-2016)

Successfully Closed w/ DSA

Santa Rosa City School District

Santa Rosa, California



New Construction & Renovation - Modernization Program

Signet provided special inspection and testing services to the Santa Rosa City School District for over 10 years. The district's modernization program included several DSA approved upgrades or replacements of aging district facilities at the following school campuses:

- Piner High School
- Elsie Allen High School
- James Monroe Elementary School
- Lawrence Cook Middle School

Signet provided soils/AC compaction, pile/pier observation, batch plant, DSA masonry, concrete, concrete placement, rebar placement, asphalt, steel/specialty testing, high-strength bolting, spray applied fireproofing and proof load/torque testing services.



Construction Cost: \$145 million

Owner: Santa Rosa City School District

Current Contract Status: Complete (2003-2013)

Successfully Closed w/ DSA



Cotati-Rohnert Park Unified School District

Cotati & Rohnert Park, California



New Construction, Renovation, Stadium - Modernization Program

Signet is providing special inspection and testing services to the Cotati-Rohnert Park USD. The district's modernization program includes several DSA approved upgrades or replacements of aging district facilities at the following school campuses:

- Rancho Cotate High School
- Thomas Page Academy
- Marguerite Hahn Elementary School
- Evergreen Elementary School

Signet was selected to provide special inspection and material testing services including soils/AC compaction, pile/pier observation, batch plant, DSA masonry, concrete, concrete placement, reinforcing steel, asphalt, steel/specialty testing, high-strength bolting, spray applied fireproofing and proof load/torque testing.



Construction Cost: \$35 million

Owner: Cotati-Rohnert Park Unified School District

Current Contract Status: Complete (2015-2016)

Successfully Closed w/ DSA



Hayward Unified School District

Hayward, California



New Construction & Renovation - District Measure I

To improve safety and learning within the district's schools, Measure I involved the construction, reconstruction, rehabilitating or the replacement of deteriorating schools, sports fields and facilities that were designed and approved by the DSA. Schools that were selected as part of this bond measure program included:

- East Ave Elementary
- Fairview Elementary
- Schafer Park Elementary
- Tyrell Elementary
- Martin Luther King, Jr. Middle School

Additional DSA projects outside of the Measure I program included construction, reconstruction or repair of Mt. Eden High School, Hayward High School and Harder Elementary School.



Signet was selected to provide special inspection and material testing services including soils/AC compaction, pile/pier observation, batch plant, DSA masonry, concrete, concrete placement, rebar placement, asphalt, steel/specialty testing, high-strength bolting, spray applied fireproofing and proof load/torque testing.

Construction Cost: \$205 million
Owner: Hayward Unified School District
Current Contract Status: Complete (2010 to 2012)
Successfully Closed w/ DSA



New Haven Unified School District

Union City, CA



K-12 DSA - District Wide Solar & Summer Projects

Signet provided materials testing and inspection services to the New Haven Unified School District on an on-call basis at various locations under their District Wide Solar Program and Summer Projects.

We worked at the following:

- Alvarado Elementary School
- Alvarado Middle School
- Cesar Chavez Middle School
- Decoto/Adult Education
- Delaine Eastin Elementary School
- Guy Elementary School
- District Office



Signet provided special inspection and materials testing services, including geotechnical, soils, cast-in-place concrete, shop welding inspections, field welding inspections and high-strength bolting.

Construction Cost: Varied by Project

Owner: New Haven Unified School District

Current Contract Status: Complete (2016-2017)

Successfully Closed w/ DSA



San Lorenzo Unified School District

San Lorenzo, California



K-12 DSA - Various Projects

Signet provides materials testing and inspection services to the San Lorenzo Unified School District on an on-call basis at various locations since 2010 under Measure E and Measure G bond projects.

We worked on the following projects:

- Corvallis Elementary School Turnarounds/Traffic Safety
- Dayton Elementary School Turnarounds/Traffic Safety
- Hesperian Elementary School Turnarounds/Traffic Safety
- Lorenzo Manor Elementary School Turnarounds/Traffic Safety



Signet provides special inspection and materials testing services, including soils/AC compaction, pile/pier observation, batch plant, DSA masonry, concrete, concrete placement, rebar placement, asphalt, steel/specialty testing, high-strength bolting, spray applied fireproofing and proof load/torque testing.

Construction Cost: Varied by Project

Owner: San Lorenzo Unified School District

Current Contract Status: Complete (2016)

Successfully Closed w/ DSA



San Jose/Evergreen Community College

San Jose, California



The general obligation Bond Measure G in the amount of \$268 million dollars for San Jose/Evergreen Community College District has been designated towards upgrading facilities designed and approved by the DSA. This project consisted of:

- A new 67,000-square-foot, two-story complex containing 14 large lecture classrooms, resource center computer lab, conference room, 30 faculty offices, Deans' Suites and transient workstations for adjunct professors.
- A new 8,200-square-foot Fitness Center - Utilities extend from the recently upgraded Central Energy Plant via a new accessible concrete trench below or adjacent to a new fire lane running along the north length of the site.



Signet was selected to provide special inspection and material testing services including batch plant, DSA masonry, concrete, rebar placement, out-of-country steel fabrication, structural steel erection, high-strength bolting, spray applied fireproofing, ceiling wires and proof load/torque testing.

Construction Cost: \$41 million

Owner: San Jose/Evergreen Community College District

Current Contract Status: Complete (2014-2016)

Successfully Closed w/ DSA



Project Approach

We have been fortunate to experience a wide variety of project delivery methods, and have realized the importance of integrating these approaches with our operational and management philosophies. As our clients and projects evolve, we have learned to adapt by increasing our capabilities and remaining successful in a highly competitive industry. As much as times have changed through our company's history, one thing remains the same – Signet continues to provide services the way you, the client, want them. The critical components for successful performance under this contract are best summarized in the following:

Pre-Construction Meeting: We recommend that the project management team including the PI/IOR employ a pre-construction meeting to establish proper communication avenues, personnel responsibilities and project expectations. Establishing these fundamental tools will increase the chance of harmonious construction activities and project schedule stability.

Designated Point of Contact: Project coordination will be the primary responsibility of the Project Manager. The Project Manager will be responsible for the initial project set-up, pre-construction meeting attendance, coordination of field and laboratory support, project billing, weekly payroll compliance, non-compliance tracking and notifications as well as project close/audit procedures.

Responsiveness to Requests: A key component in our ability to meet the requirements of this contract is our commitment to respond immediately to urgent requests for additional personnel or technical support. The proximity of our field personnel will allow Signet's management to respond to "Emergency" requests with minimal delay.

Budget/Cost Control: We provide budget updates at predetermined intervals, including invoiced-to-date and the percentage of budget billed which will help in monitoring our services for this contract. In order to assist with budget tracking, we have developed an automated cost tracking system which produces a notification to the Project Manager when contract values reach specific percentages or assigned values. The Project Manager will closely monitor the budget of each work assignment to ensure that prompt notification is provided by phone, e-mail and/or US Mail if costs are anticipated to exceed the approved amount.



Scheduling

Urgent & Scheduled Response Time



We pride ourselves in our ability to respond quickly to clients' service requests. Our ability to meet the on-site inspection needs of our clients is the key component to providing the most effective contract services. For this contract, all dispatch requests will be

tended to and an inspector will be dispatched to the project within a preferred 24- to 48-hour advance call.

When a multi-certified inspector is available for multiple inspections that are happening at various times of the day at the same site, that inspector is typically dispatched for the whole time period needed at the site. This minimizes trip charges as well as the cost of multiple inspectors. Typically long term projects that are in need of multiple inspections a day are staffed with inspectors that can perform all the needed inspections. If multiple sites are involved and the schedule can be worked out that the same inspector can go back and forth between the sites without conflict, we typically use the same inspector to minimize trip charges and total billable hours to the client. In general our dispatch schedules inspectors to projects with the intent of minimizing costs to the client.

Cost Management

Cost & Schedule Control

Once construction begins and throughout the project duration, it is imperative to maintain proactive communication with all pertinent individuals, especially the District's Project Manager and field supervisory personnel. By doing so, we can work together to maintain efficient scheduling and make recommendations as required to expedite design and/or construction schedules which generally can have the most significant financial impact and result in significant cost savings. The scope of basic services outlined and agreed to prior to the start of construction. Any variances to the approved schedule will be communicated to the Client representative for advance approval prior to proceeding with additional services. This could include scope drift, overtime charges, additional work shifts or additional time required to complete the pre-specified work tasks. Signet employs several budgeting, cost and quality control methods to ensure that our projects are completed accurately and successfully.

Budget, Billing & Contract Management

Signet has revamped its entire accounting, project management and reporting deliverables in order to provide information the way that you need it. Our billing systems will readily adapt to most specific requirements of your project.

As part of our project management, we provide monthly budget updates, including task codes in your formats, individual job identification, and monthly billing recaps/ budget updates which will help in monitoring our services and tasks for this contract. In addition, our Project Manager provides budget updates at various contract value intervals. Project assignments will be invoiced and will list tasks performed, cost per item and subtotals. Additionally, each invoice will provide the project budget estimate, invoiced-to-date and the percentage of budget billed.

The Project Manager will closely monitor the budget of each work assignment to ensure that prompt notification is provided by phone, e-mail and/or US Mail if costs are anticipated to exceed the approved amount. In order to assist with budget tracking, Signet has developed an automated cost tracking system which produces a notification to the project manager when contract values reach specific percentages or assigned values.

Reporting & DSA Closeout

We realize the quality of our work is only as good as the deliverables provided. In mid 2018, Signet will be launching Greenbox, a software that enables our staff and the entire project team to have access to up-to-the-minute project information. Greenbox not only sets up the project in our system, it also dispatches our inspectors, tracks inspectors time at each site for billing, creates and emails daily reports, and tracks non-compliance items so we can make sure these items get cleared.

Special inspectors and technicians will prepare daily field reports at the completion of their work on their tablets. These draft reports are emailed to Project Inspector and District representative prior to their departure from the site as well as our engineering staff for review. The reports are reviewed for indications of incomplete or non-compliant construction and for clarity in reporting. Any items requiring clarification are addressed on-site with the Project Inspector. Non-compliance items are flagged and the Project Inspector is immediately notified as well as logged for formal reporting purposes.

After the initial on-site notification of non-compliance items, a log of the work inspected or materials tested that was found to be out of compliance with the approved plans and that was left uncorrected by week's end is maintained by our engineering staff. The listed item is retained on the weekly list until such time as the work is corrected or other measures have been taken to enable the work to be reclassified as compliant. When cleared the item is reported as cleared and is then subsequently dropped from the list. This log is included in a summary report that is issued on a weekly basis. The summary report is comprised of a cover letter, the exceptions log and copies of the daily field reports.

We have found that this reporting practice aids in problem review and resolution during the course of the project as well as in the DSA project closeout process. After the initial step in the automated reporting process has been completed, the reports that were generated are reviewed by our Responsible Engineer. Corrections are made if necessary and reports that are found to be complete and accurate are authorized to be issued electronically on a weekly basis.

All daily, interim and final verified reports will be provided in the DSA's Card format and will be transmitted to all designated recipients via the DSA Box, including the District, Construction Manager, PI/IOR, Architect, Structural Engineer and the DSA.

Our reporting and billing systems will readily adapt to most specific requirements of your project. A few highlights of this system include:

- Secure File Sharing for Reporting & Test Data via Cloud-Based Data Control.
- Digital process of verified reports.
- Draft Reports E-mailed Daily from the Field to designated parties
- Weekly engineer reviewed reports and non-conformance summaries
- Monthly hard copy of non-conformance summaries
- Ability to access progress-to-date information for reporting and billing.
- Budget to actual comparisons included on each invoice



Our DSA certification is provided on the following pages



Division of the State Architect

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

1102 Q Street, Suite 5100 | 916.445.8100
Sacramento, CA 95811 | 916.445.3521
www.dsa.dgs.ca.gov

December 14, 2015

Osama El-Fiky
Signet Testing Laboratories, Inc.
3526 Breakwater Court
Hayward, CA 94545

NOTICE OF RENEWAL OF ACCEPTANCE – LEA 059

Dear Mr. El-Fiky:

This letter is to inform you of the renewal of acceptance by the Division of the State Architect (DSA) of the facility referenced above into the Laboratory Evaluation and Acceptance (LEA) program.

The referenced facility may provide the construction material testing and inspection services indicated on the attached list for projects under the jurisdiction of the DSA, which includes public schools (grades K-12 and community colleges) and State-owned or leased essential service buildings. LEA information for your facility will be posted on the DSA website (www.app.dgs.ca.gov/tracker/apptovedLabs.aspx).

Please take time to review this correspondence with members of your staff that might be unfamiliar with our requirements.

This acceptance is valid until **July 11, 2019** and is contingent on continued compliance with the following LEA program requirements.

1. **Osama El-Fiky (RCE# 60546)** is the approved full-time engineering manager responsible for the testing and inspection services listed on the enclosed. You must notify the DSA prior to any change in engineering managerial responsibility.
- 2a. The facility shall continue to receive biennial assessments by AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) as applicable to the services offered at the facility. Future reports and evidence of corrective action shall be submitted to the DSA.
- 2b. The facility shall maintain current participation in AMRL and CCRL proficiency sample programs (PSP). Future PSP reports and explanations of any low ratings shall be submitted to the DSA.
3. If the subject laboratory has granted DSA "Specifier" privileges with AMRL, written reports do not need to be sent to the DSA.
4. The facility shall maintain all test equipment and records in accordance with applicable, current American Society for Testing and Materials (ASTM) standards.

1102 Q Street, Suite 5200
Sacramento, CA 95811
916.445.8730

1515 Clay Street, Suite 1201
Oakland, CA 94612
510.622.3101

700 N. Alameda St., Suite 5-500
Los Angeles, CA 90012
213.897.3995

10920 Via Frontera, Suite 300
San Diego, CA 92127
858.674.5400



Section 1

Firm Qualifications

Osama El-Fiky
Signet Testing Laboratories, Inc.

-2-

December 14, 2015

5. The facility shall provide laboratory and field testing personnel who are adequately trained, supervised and currently certified as required by the latest ASTM or other recognized standards.
6. Masonry inspectors assigned to projects under DSA jurisdiction shall have passed DSA's masonry inspector examination and be specifically approved for each project by the DSA field engineer.
7. Welding inspectors assigned to projects under DSA jurisdiction shall hold current American Welding Society (AWS) Certified Welding Inspector (CWI) or Senior CWI certification and be specifically approved for each project by the DSA field engineer.
8. The facility's Nondestructive Testing (NDT) program shall be supervised by an individual currently certified by the American Society for Nondestructive Testing (ASNT) as NDT Level III in applicable methods. Such certification shall have been obtained through ASNT by testing, not by employer or self-certification.
9. The facility's NDT written practice and procedures shall conform to the requirements of ANSI/ASNT CP-189, 2006, and be approved by the supervising Level III. All NDT technicians assigned to projects under DSA jurisdiction shall hold current Level II or greater certification, in accordance with the requirements of CP-189.
10. The laboratory facility shall provide test, inspection and verified reports in accordance with the requirements of the 2010 California Building Standards Administrative Code (CBC) Title 24, Part 1. Report format shall comply with LEA Program requirements and applicable ASTM standards.
11. The physical location of the facility, including but not limited to laboratory equipment and personnel, shall not change without prior notification to the DSA.

Please be aware that failure to comply with any of the requirements of the LEA Program may result in this acceptance being revoked. A facility with a revoked acceptance may be reinstated when it demonstrates all deficiencies cited by the DSA have been corrected. Fees may be charged.

If you wish to continue DSA acceptance beyond your current expiration date, you must submit a renewal application package at least 30 days prior to that date. The application (DSA form 100) and detailed instructions outlining submittal requirements can be downloaded from the DSA website (<http://www.dgs.ca.gov/dsa/Forms.aspx>). When we have received all required information, we will schedule an on-site evaluation of your facility.

Thank you for participating in the Division of the State Architect's LEA program. Should you have any questions regarding the LEA program requirements please feel free to contact me at (916) 445-2193 or e-mail me at eric.france@dgs.ca.gov.

Sincerely,

Eric H. France
Division of the State Architect
Laboratory Evaluation and Acceptance Program

Enclosure:





Section 1

Firm Qualifications

Signet Testing Laboratories, Inc.

LEA 059

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
Earthwork/Lab	Earthwork/Field	Earthwork
<input checked="" type="checkbox"/> Soil	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregate		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
Reinforcing Steel		Reinforcing Steel
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		Concrete
Concrete		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling
<input checked="" type="checkbox"/> Drilled Cores / Beams		<input checked="" type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Compressive Strength		<input type="checkbox"/> Shotcrete
<input checked="" type="checkbox"/> Length Change		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Flexural Strength		<input checked="" type="checkbox"/> Epoxy injection
<input checked="" type="checkbox"/> Lightweight Concrete		<input type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Mix Design Review		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Splitting Tensile		Masonry
Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Torque	<input checked="" type="checkbox"/> Proof Load	<input checked="" type="checkbox"/> Masonry Placement
		<input checked="" type="checkbox"/> Post Installed Anchors
Masonry		Structural Metals
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Grout Compressive Strength		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Prism Compressive Strength		<input checked="" type="checkbox"/> Spray-Applied Fireproofing
<input checked="" type="checkbox"/> Unit Compr. Strength	<input checked="" type="checkbox"/> Absorption	
<input checked="" type="checkbox"/> Dimensions	<input checked="" type="checkbox"/> Masonry Shear	
<input checked="" type="checkbox"/> Drying Shrinkage		
Metals/Lab	Metals/Field-N.D.T	Other Inspection Services:
Structural Steel	<input checked="" type="checkbox"/> Liquid Penetrant	
<input checked="" type="checkbox"/> Tension	<input checked="" type="checkbox"/> Magnetic Particle	
<input checked="" type="checkbox"/> Bend	<input checked="" type="checkbox"/> Ultrasonic	
<input checked="" type="checkbox"/> Density of SFRM		
High Strength Bolt	<input type="checkbox"/> Radiographic	
<input type="checkbox"/> Tension		Other Tests: GPR Scanning, Floor Flatness
<input type="checkbox"/> Hardness		
<input type="checkbox"/> Charpy V - Notch		
Roofing		
<input checked="" type="checkbox"/> Tiles	<input checked="" type="checkbox"/> Built-Up	

Approved by:  Date: December 14, 2015

Division of the State Architect LEA Acceptance for **Signet Testing Laboratories, Inc.**, LEA# **059** is effective until **July 11, 2019**.

1102 Q Street, Suite 5100 · Sacramento, California 95811 · (916) 445-8100



Section 2

Staff Qualifications

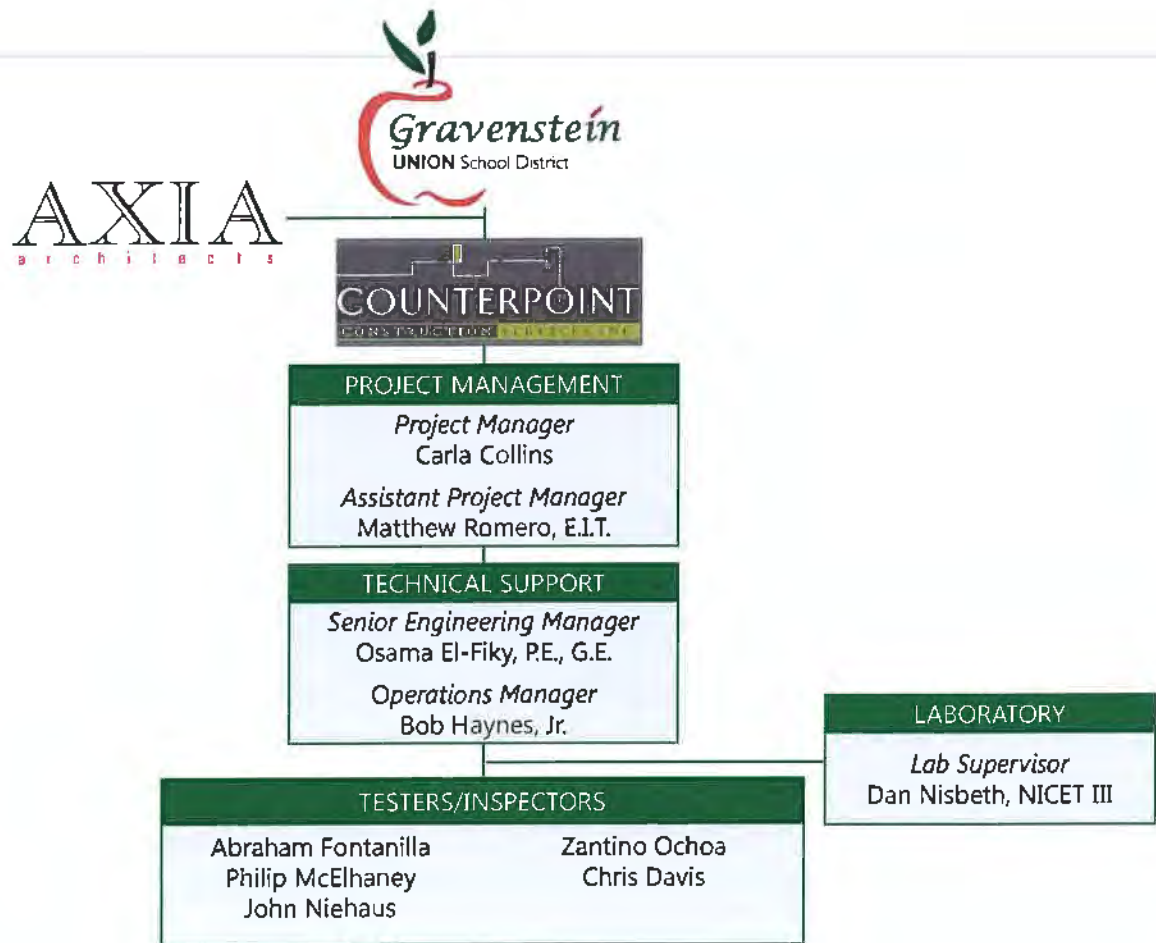
Project Team

At Signet, we understand how inadequately qualified staff negatively affects a construction project. Therefore, we are proposing a multi-certified project team of senior personnel that will be assigned to your project. Our entire team will have knowledge of the key project management team and designated Project Inspector/Inspector of Record (PI/IOR) to establish direct communication, increasing our staff's effectiveness and providing your personnel the comfort level that their service requests are filled expeditiously.

This approach promotes the development of relationships with project team members throughout the duration of the project, and supports our goal of maintaining open lines of communication while providing the experience and technical expertise to assist in balancing the often competing elements of time, budget and quality.

The organization chart below depicts our team's organizational structure. Resumes for key team members are provided on the following pages.

Organization Chart



Staffing Plan

The key project team members for Signet are listed below with their roles and qualifications.



Carla Collins, VP/Project Manager, will be the District's and Project Inspector's primary point of contact, and will assure delivery of resources and client satisfaction. She has over 12 years of experience related to project management and coordination of inspection and testing services and oversees the project management department of Signet. Some of her DSA educational project experience includes working with Counterpoint Construction Services at Kentfield School District and Ross Valley School District, as well as experience working with New Haven USD, Foothill De-Anza CCD, San Lorenzo USD, Mt. Diablo USD, Washington USD, Los Rios CCD, and West Contra Costa USD.



Bob Haynes, Jr., Operations Manager, will be responsible for day-to-day operations and project management, field and dispatch oversight, staffing, technical support, managing the budget and schedules, and delivery of resources. He has over 20 years of experience in the special inspection and testing industry having been certified by ICC, ACI as a Special Inspector, also as a Project Manager and Estimator. He has been with Signet for 14 years and now oversees the operations department.



Osama El-Fiky, P.E., G.E., Senior Engineering Manager/Geotechnical Engineer, will be responsible for quality oversight of field and lab reports. He will review reports for accuracy before distribution, prepare engineering letters, non-conformance reports, and make recommendations as needed. He has over 22 years of experience related to geotechnical engineering, inspection and testing and manages our laboratory accreditations. He has been with the UER group for more than 5 years and oversees the engineering department of Signet.



Matthew Romero, Assistant Project Manager, will be responsible for developing and implementing project staffing plans and ensuring that our field staff are provided with the required information to enable them to perform at the levels expected by our clients. He has a proven track record of strong communication skills with contractors, engineers, governing agency inspectors and other technicians making him a valuable contributing member to any construction project. With his 15 years of field and laboratory experience, he is able to obtain detailed project information and to assist in the establishment and subsequent management of new and on-going projects.



Abraham Fontanilla, Philip McElhaney, John Niehaus, Zantino Ochoa, and Chris Davis hold the applicable certifications needed and are available to service this project. We have additional technicians available for Special Inspection services as defined in the California Building Code including ACI and ICC Certified Special Inspectors as well as AWS Certified Welding Inspectors. **Seasonally, Signet has anywhere between 30 to 60 certified field personnel available to support this project.** These inspectors are all members of Operating Engineers Union Local No. 3 and are Group 2 inspectors/technicians as defined in the General Prevailing Wage Determination.

Carla Collins

VP/Project Manager

Carla Collins has more than 12 years of construction testing and inspection industry experience since she joined the UER group in 2005. She is responsible for project management related to on-going construction efforts. She's responsible for maintaining client relationships, managing key project accounts, promoting teaming opportunities, contract/ budget/ change order management, out of scope activity tracking, assesses resource requirements with customers, new project set-ups, out of scope activity tracking, preparing budget update reports, and assuring that services are performed to the satisfaction of the client. She is experienced in working with Districts, Construction Managers, Project Inspectors and other team members on DSA K-14 projects.

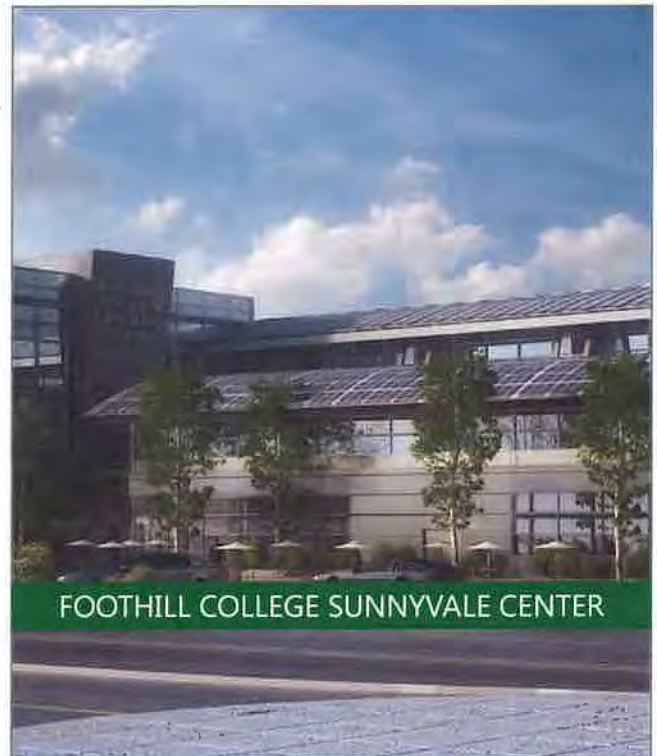
Qualifications & Certifications:

B.S., Business Management & Marketing, University of Phoenix
 Careers in Construction Sacramento, California

- Estimating Seminar, Lucas Caswell & Cummins
- Project Management Seminar, Lucas Caswell & Cummins
- Project Management Seminar, NovaCon Group
- Advanced Construction Project Management Seminar

Project Experience:

- RVSD Brookside ES Multi-Use Building, San Anselmo, CA
- Cotati-Rohnert Park Unified School District Modernization Program, CA
- Itliong-Vera Cruz MS 21st Century Classroom Building, Union City, CA
- New Haven USD District-wide New Solar Power System, Union City, CA
- Hayward USD "Measure L" (\$225M) Bond Program, District-wide Various schools, CA
- Kent MS Mod & New Music Classroom, Kentfield, CA
- New Haven USD - Various Projects, Union City, CA
- San Lorenzo Unified School District Measure E and G Bond Projects, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- Mission College, Hospitality Management Bldg, Santa Clara, CA
- Foothill College Education Center, Sunnyvale, CA
- Foothill College Library, Los Altos Hills, CA
- Foothill College Learning Support Center, Los Altos Hills, CA
- Palo Alto High School, Performing Arts Center, Los Altos Hills, CA



Bob Haynes, Jr.

Operations Manager

Bob Haynes, Jr. is currently serving in the capacity of Operations Manager for Signet's office in Hayward. Responsibilities include day-to-day operations and business management, field and dispatch oversight, staffing plans, technical support, problem resolution, and delivery of resources. He contributes more than 20 years in the areas of special inspections and material testing (14 years directly with Signet) having managed commercial, infrastructure, civic, healthcare, education, federal, and public agency projects in Northern California. He started his career as a Special Inspector for the San Francisco City Hall Seismic Retrofit and worked his way up to a Project Manager, Estimator, and now, overseeing the Operations Group.

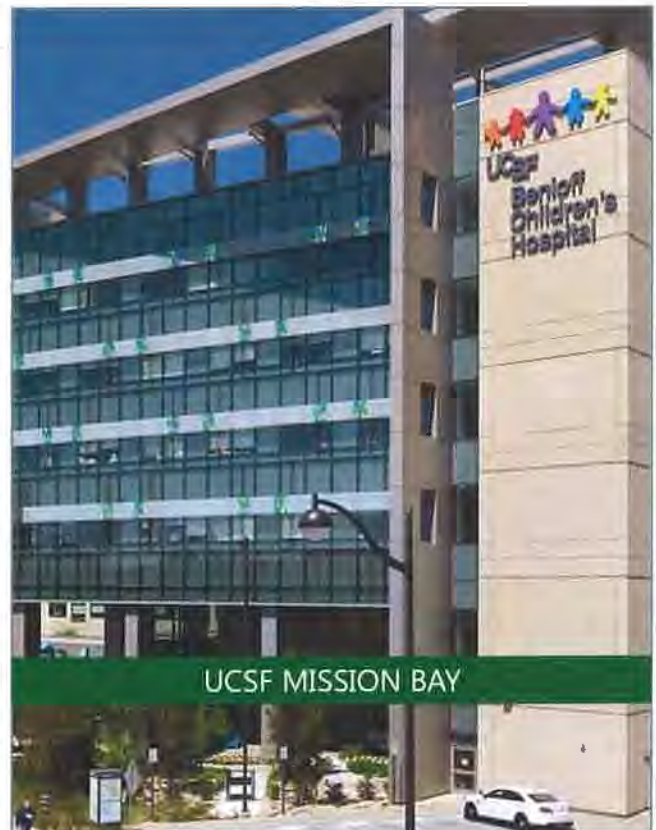
Qualifications & Certifications:

B.S., Construction Engineering, Richmonds University

- ACI - Field Testing Technician, Grade I, Previous
- ICC - Reinforced Concrete, Previous
- ICC - Structural Masonry, Previous
- Spray-Applied Fireproofing, Previous
- Certified on FACE Dipstick Floor Profiler

Project Experience:

- Kent MS Mod & New Music Classroom, Kentfield, CA
- RVSD Brookside ES Multi-Use Building, San Anselmo, CA
- Itliong-Vera Cruz MS 21st Century Classroom Building, Union City, CA
- New Haven USD District-wide New Solar Power System, Union City, CA
- Hayward USD "Measure L" (\$225M) Bond Program, District-wide Various schools, CA
- Gilroy Unified School District - Christopher High School, Gilroy, CA
- South San Francisco Unified School District, Various Projects, CA
- San Francisco City College, Various Projects, CA
- San Jose City College Parking Structure, San Jose, CA
- California Pacific Medical Center – Van Ness Campus, San Francisco, CA.
- University of California, Berkeley - Hearst Memorial Mining Building
- University of California, Berkeley - CV Star East Asian Library
- University of California, Berkeley - Units 1 and 2 Seismic Retrofit
- Dignity Health/Dominican Hospital On-Call, Bay Area, CA



Osama El-Fiky, P.E., G.E.

Senior Engineering Manager/Geotechnical Engineer

Osama El-Fiky is currently serving in the capacity of Engineering and Laboratory Manager for Signet's office and has 23 years of experience in special inspections and material testing. He oversees our certified laboratory including accreditation process (AMRL, CCRL, AASHTO, DSA, OSHPD, Caltrans, USACE), and is responsible for day-to-day engineering and quality assurance of our field and laboratory services, project technical expertise as well as summary and non-conformance letters. He has worked on and managed commercial, infrastructure, civic, healthcare, education, federal, and public agency projects in Northern California as well as abroad for the USACE. In addition, he has great knowledge in the areas of geotechnical engineering, field inspections, laboratory analysis, and report preparation related to complex engineering assignments. He also provides recommendations to address unforeseen construction issues. He is experienced in working with the DSA on several K-14 projects.

Qualifications & Certifications:

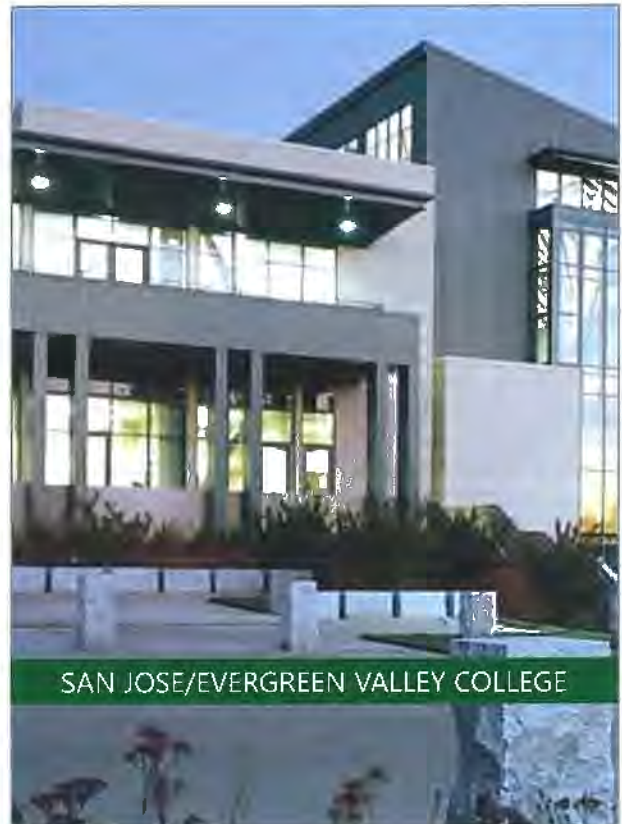
M.S., Civil Engineering, San Francisco State University

B.S., Civil Engineering, Cairo University, Cairo

- Registered Geotechnical Engineer, CA License #2803, Exp. 12/31/2020
- Registered Civil Engineer, CA License #60546, Exp. 12/31/2020
- Nuclear Density Gauge Certified

Project Experience:

- Hayward USD "Measure L" (\$225M) Bond Program, District-wide Various schools, CA
- Cotati-Rohnert Park Unified School District Modernization Program, CA
- San Lorenzo Unified School District Measure E and G Bond Projects, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Alvarado Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Decoto Adult School, Union City, CA
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- Merced Community College and Allied Health Center, Merced, CA
- Sebastian Questa Elementary School, Mountain House, CA
- Bethany Elementary Schools, Mountain House, CA
- Edna Hill Middle School, Brentwood, CA



Osama El-Fiky, P.E., G.E.

11/14/2016

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Board for Professional Engineers, Land Surveyors,
and Geologists

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CONSUMERS

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ONLINE SERVICES

License Search for Professional Engineers and Land Surveyors

Licensee Name:	EL-FIKY OSAMA S
License Type:	CIVIL ENGINEER
License Number:	60546
License Status:	CLEAR Definition
Expiration Date:	December 31, 2018
Address:	
City:	
State:	CA
Zip:	95391
County:	SAN JOAQUIN
Actions:	No

11/14/2016

Home - Board for Professional Engineers, Land Surveyors, and Geologists



Department of Consumer Affairs
Board for Professional Engineers, Land Surveyors,
and Geologists

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Licensee Name:	EL-FIKY OSAMA SAAD
License Type:	GEOTECHNICAL ENGINEER
License Number:	2803
License Status:	CLEAR Definition
Expiration Date:	December 31, 2018
Address:	
City:	
State:	CA
Zip:	95391
County:	SAN JOAQUIN
Actions:	No

Matthew Romero, E.I.T.

Assistant Project Manager

Matthew Romero has a degree in Civil Engineering and is a Certified Engineer In Training. He has extensive experience in the performance of geotechnical field services performing inspection and materials testing services on site development, underground utility, roadway and airfield projects. He is also qualified to perform anchor bolt inspection and torque/proof load testing, construction materials identification and sampling, and shear wall and diaphragm nailing inspections. He is presently responsible for assisting with project staffing plans and ensuring that our field staff are provided with the required information to enable them to perform at the levels expected by our clients. He has a proven track record of strong communication skills with contractors, engineers, governing agency inspectors and other technicians making him a valuable contributing member to any construction project.

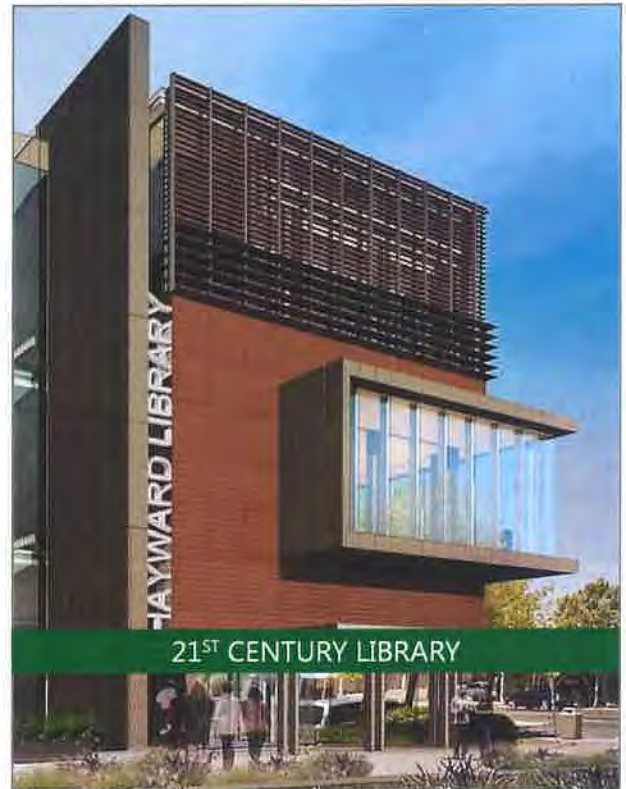
Qualifications & Certifications

B.S., Civil Engineering, Santa Clara University, CA

- CA Certified Engineer in Training
- Nuclear Density Gauge Certified

Project Experience:

- Hayward USD "Measure L" (\$225M) Bond Program, District-wide Various schools, CA
- Cotati-Rohnert Park Unified School District Modernization Program, CA
- San Lorenzo Unified School District Measure E and G Bond Projects, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Alvarado Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Decoto Adult School, Union City, CA
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- University of San Francisco - Ulrich Field & Benedetti Baseball Diamond, CA
- University of San Francisco - Patio Enclosure, CA
- Sutter Medical, New Santa Rosa Hospital, Santa Rosa, CA
- Santa Rosa Memorial Hospital, St. Joseph's, Santa Rosa, CA
- Queen of the Valley Medical Center, Acute Care Pavilion, Napa, CA



Matthew Romero, E.I.T.



Daniel Nisbeth, NICET III

Laboratory Supervisor

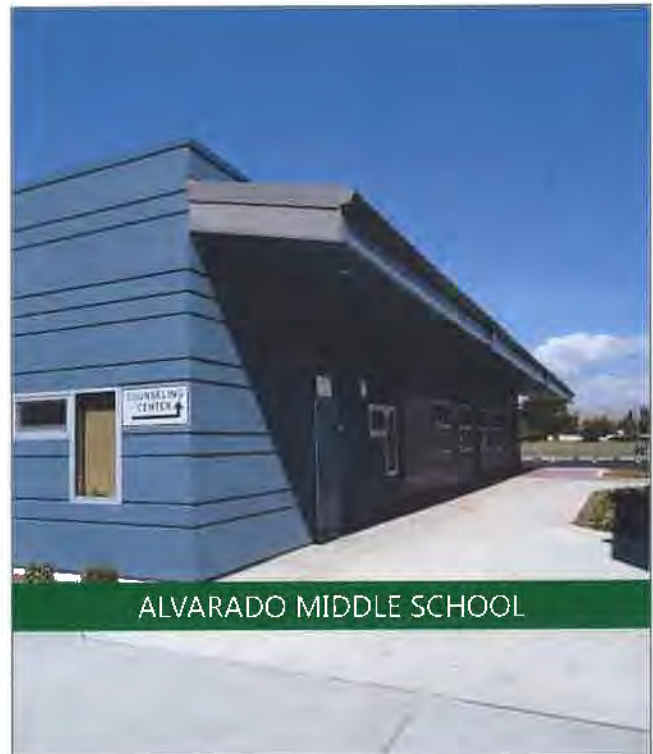
Dan Nisbeth has extensive experience in the performance of Quality Assurance/Quality Control (QA/QC) materials testing services on soils, aggregates, portland cement concrete and asphalt concrete products. When schedule demands require he also provides materials sampling services at project site and batch plant facilities. He has been instrumental in maintaining the certifications and accreditations held by our laboratories. He is experienced in working with the DSA on several K-14 projects.

Qualifications & Certifications:

- ACI - Aggregate Technician, Level I, #00983390, Exp. 8/26/2022
- ACI - Concrete Strength Testing Technician, #00983390, Exp. 6/24/2022
- ACI - Concrete Field Testing Technician, Grade I, #00983390, Exp. 5/20/2022
- ACI - Concrete Laboratory Testing Technician, Level I, #00983390, Exp. 8/26/2022
- NICET - Level III, Asphalt, Soils, Concrete, #123697, Exp. 10/20/2020
- California Test Method (CTM) Certifications - 105, 106, 201, 202, 216, 217, 226, 227, 229, 301, 304, 308, 309, 366, 382, 521, 523, Exp. 2019
- Nuclear Density Gauge Certified

Project Experience:

- El Molino High School Stadium Modernization, Forestville, CA
- Anahy High School Stadium Modernization, Sebastopol, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Alvarado Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Decoto Adult School, Union City, CA
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- Cotati-Rohnert Park Unified School District Modernization Program, CA
- San Lorenzo Unified School District Measure E and G Bond Projects, CA
- Hayward Unified School District - Measure L, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- University of San Francisco - War Memorial Gymnasium Renovations, CA
- University of California, Berkeley - Anna Head West Student Housing
- University of San Francisco - Ulrich Field & Benedetti Baseball Diamond, CA



ALVARADO MIDDLE SCHOOL

Daniel Nisbeth, NICET III



Daniel Nisbeth, NICET III



Verify A Certification

SEARCH RESULTS

Certification ID: 983390

Your search returned 4 records.

Nisbeth, Dan
ACI AGGREGATE TESTING TECHNICIAN - LEVEL 1
Expires: August 26, 2022
Castro Valley, CA 94546-2224

Nisbeth, Dan
ACI CONCRETE FIELD TESTING TECHNICIAN - GRADE I
Expires: May 20, 2022
Castro Valley, CA 94546-2224

Nisbeth, Dan
ACI CONCRETE LABORATORY TESTING TECHNICIAN - LEVEL 1
Expires: August 26, 2022
Castro Valley, CA 94546-2224

Nisbeth, Dan
ACI CONCRETE STRENGTH TESTING TECHNICIAN
Expires: June 24, 2022
Castro Valley, CA 94546-2224

Daniel Nisbeth, NICET III

TL-0111 (REV.06/00)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this

CERTIFICATE OF PROFICIENCY

to



Dan Nisbeth

Signet Hayward



who is qualified to perform the following tests:

CTM 105 NO EXPIRATION	CTM 301 EXP 01-06-19
CTM 106 NO EXPIRATION	CTM 304 EXP 01-06-19
CTM 201 NO EXPIRATION	CTM 308 EXP 01-06-19
CTM 202 EXP 01-06-19	CTM 309 EXP 01-06-19
CTM 216 EXP 03-15-19	CTM 366 EXP 01-06-19
CTM 217 EXP 01-06-19	CTM 382 EXP 01-06-19
CTM 227 EXP 01-06-19	CTM 521 EXP 03-15-19
CTM 229 EXP 01-06-19	CTM 523 EXP 03-15-19
	CTM 226 EXP 01-16-19

Test method & expiration date

David R. Small #94 

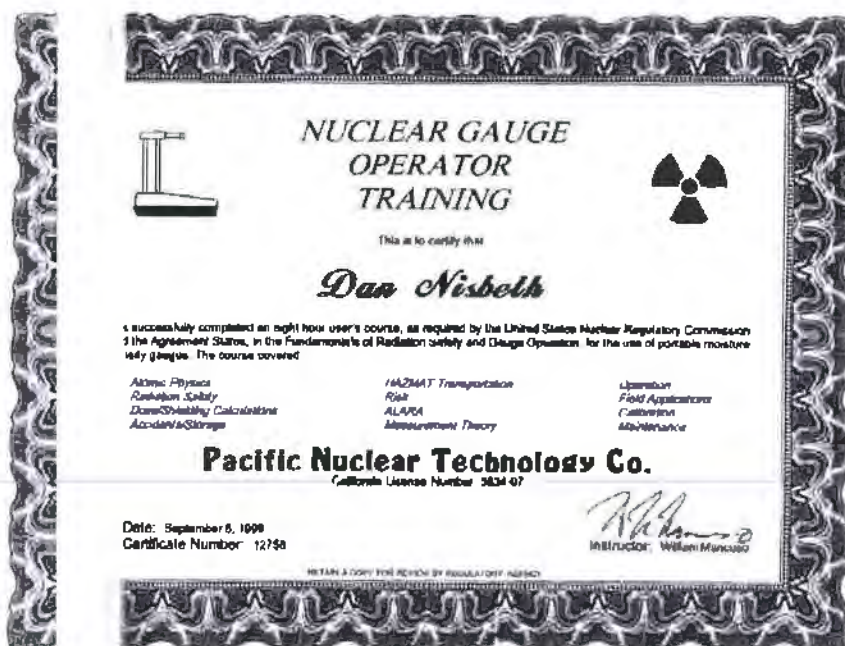
Certified Independent Assurance (IA)

Date Issued: 03-15-17

Test method & expiration date

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual

Daniel Nisbeth, NICET III



Abraham Fontanilla

Senior Special Inspector

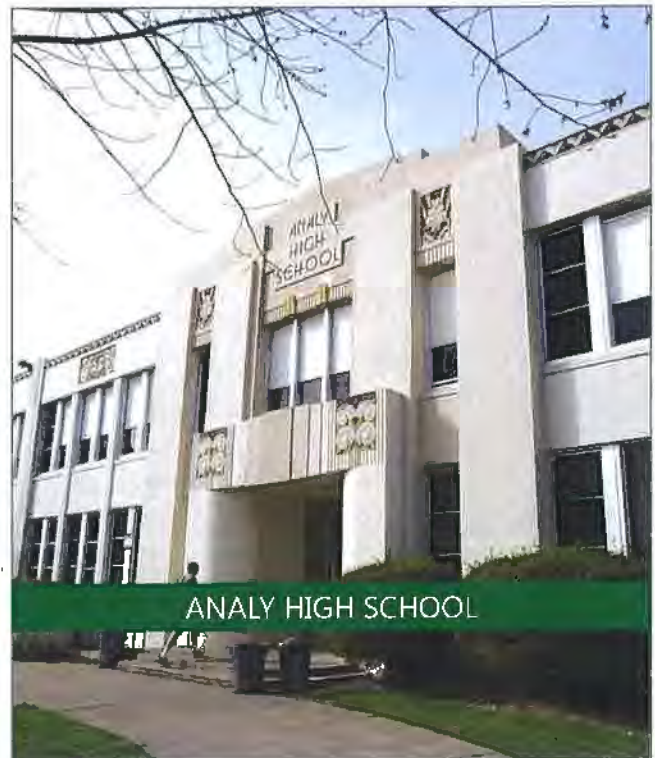
Abraham Fontanilla has over 17 years of experience in the field inspection industry. He has served as a field technician and is certified to operate a nuclear density gauge. He is qualified to provide Concrete Field Testing, Concrete Strength Testing and Reinforced Concrete and related materials in strict conformance with ASTM, ACI and ICC standards. His knowledge of construction materials testing includes Field Compaction Testing with Nuclear Gauge, Pachometer Testing, Anchor Proof Load Testing, Visual Anchor Installation, Ceiling Wire Testing, Concrete Placement and Sampling, Concrete Lab Testing.

Qualifications & Certifications:

- ACI - Field Testing Technician, Grade I #00077777, Exp. 7/25/2020
- ICC - Reinforced Concrete Inspector #5230733, Exp. 8/17/2019
- Nuclear Density Gauge Certified

Project Experience:

- Ross Valley School District - Brookside Elementary, San Anselmo, CA
- Kent Middle School - Modernization & New Classroom, Kentfield, CA
- El Molino High School - Stadium Modernization, Forestville, CA
- Thomas Page Academy, North & South Buildings, Cotati, CA
- Irvington High School - Canopy, Fremont, CA
- Mt. Eden High School - Stadium, Hayward, CA
- Hayward High School - Stadium, Hayward, CA
- Tennyson High School - Stadium, Hayward, CA
- Analy High School - Band Room, Sebastopol, CA
- Santa Rosa Memorial Hosp., Chilled Water Upgrade, Santa Rosa, CA
- Santa Rosa Memorial Hosp., Exterior Improvements, Santa Rosa, CA
- Sutter Medical Center - Water Treatment, Santa Rosa, CA
- Lower Silver Creek Flood Protection & Creek Restoration, San Jose, CA
- Oakland Unified School District, Oakland, CA
- San Francisco Unified School District, San Francisco, CA
- Berkeley High School, Derby Field, Berkeley, CA
- San Francisco State University, San Francisco, CA



Abraham Fontanilla

CONCRETE	Reinforcing & Embeds	NONDESTRUCTIVE TESTING	MT ___ PT ___ UT ___ RT ___
<input checked="" type="checkbox"/>	Placement	FIREPROOFING	___ Placement
<input checked="" type="checkbox"/>	Batch Plant	___ Sample/Test	
<input checked="" type="checkbox"/>	Prestressing	STRUCTURAL WOOD	___ Shear Diaphragms
___	Ductile Moment	___ Sample/Test	
___	Shotcrete	SOILS	___ Excavation, Grading, Filling
___	Insulating/Gypsum	<input checked="" type="checkbox"/>	___ Drilled Piers & Caissons
<input checked="" type="checkbox"/>	Sample/Test	<input checked="" type="checkbox"/>	___ Driven Piles
<input checked="" type="checkbox"/>	Proofloading Anchor	<input checked="" type="checkbox"/>	___ Nuclear Density
<input checked="" type="checkbox"/>	Post-Installed Anchor	<input checked="" type="checkbox"/>	___ Sample/Test
MASONRY	Reinforcing & Embeds	ASPHALTIC CONCRETE	___ Placement
___	Placement & Grouting	<input checked="" type="checkbox"/>	___ Batch Plant
___	Sample/Test	<input checked="" type="checkbox"/>	___ Sample/Test
STRUCTURAL STEEL	Fabrication & Erection		
___	Visual Welding		
___	High Strength Bolting		
___	Sample/Test		

Employee No. 084473

THIS IS TO CERTIFY THAT

Abraham Fontanilla

IS DULY QUALIFIED TO PERFORM THE DUTIES OF SPECIAL INSPECTOR AS INDICATED ON THE REVERSE SIDE OF THIS CARD

EXPIRATION DATE: 12-31-2018

[Signature]
Authorized Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484

AMERICAN CONCRETE INSTITUTE

This is to certify that

ABRAHAM M FONTANILLA

has demonstrated knowledge and ability by successfully completing the ACI Certification requirements and is hereby recognized as an

ACI Concrete Field Testing Technician - Grade I

Certified Date: 07/25/2015 Expires: 07/25/2020

Examiner of Record: **Thomas H. Hinton**

The authenticity of this certification can be verified at www.aci-certification.org/verify



My Professional Information:

Last, First MI: **Fontanilla, Abraham**
 Certified under this name: **Abraham Fontanilla**
 City, State Zip: **SANTA ROSA, CA 95407-7214**
 Certification Type(s): **Reinforced Concrete Special Inspector (expires 08/17/2019)**

Philip G. McElhaney

Senior Special Inspector

Philip G. McElhaney is a multi-certified, senior special inspector with 29 years of experience in construction inspections. Throughout his career, he has served as Lead Inspector for a wide variety of projects providing welding, steel, concrete, masonry and fireproofing inspections. His wealth of knowledge and expertise makes him a valuable addition to any project team.

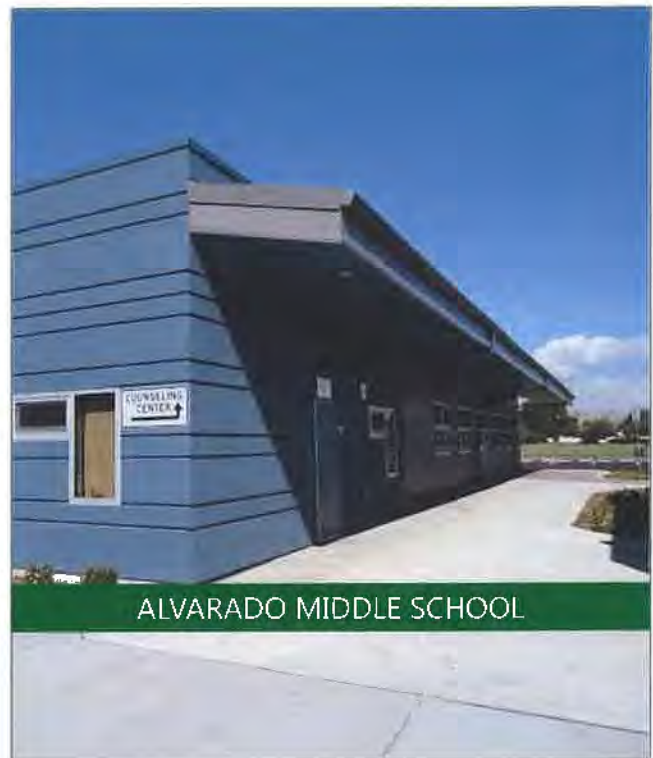
Qualifications & Certifications:

Quality Control Institute

- ACI - Field Testing Technician, Grade I, #00994104, Exp. 7/20/2018
- ICC - Master of Special Inspection #1088709, Exp. 3/29/2020
- ICC - Structural Steel and Bolting #1088709, Exp. 3/29/2020
- ICC - Reinforced Concrete #1088709, Exp. 3/29/2020
- ICC - Structural Masonry #1088709, Exp. 3/29/2020
- ICC - Spray-Applied Fireproofing #1088709, Exp. 3/29/2020
- ICC - Prestressed Concrete #1088709, Exp. 3/29/2020
- ICC - Structural Welding #1088709, Exp. 3/29/2020
- First Aid/CPR
- TWIC Card

Project Experience:

- Cotati-Rohnert Park Unified School District Modernization Program, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Alvarado Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Decoto Adult School, Union City, CA
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- Jefferson Elementary School, Berkeley, CA
- University of San Francisco - War Memorial Gymnasium Renovations, CA
- 21st Century Library and Community Learning Center, Hayward, CA
- Santa Clara and Wilcox High Schools, New Dugouts and Science Buildings, Santa Clara, CA
- Zanker Elementary School, Milpitas, CA
- Southwest Community College, Los Angeles, CA



ALVARADO MIDDLE SCHOOL

Philip G. McElhaneey

CONCRETE		NONDESTRUCTIVE TESTING	
<input checked="" type="checkbox"/> Reinforcing & Embeds		MT <input type="checkbox"/> PT <input type="checkbox"/> UT <input type="checkbox"/> RT <input type="checkbox"/>	
<input checked="" type="checkbox"/> Placement		FIREPROOFING	
<input checked="" type="checkbox"/> Batch Plant		<input checked="" type="checkbox"/> Placement	
<input checked="" type="checkbox"/> Prestressing		<input checked="" type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> Ductile Moment		STRUCTURAL WOOD	
<input checked="" type="checkbox"/> Shotcrete		<input checked="" type="checkbox"/> Shear Diaphragms	
<input checked="" type="checkbox"/> Insulating Gypsum		<input checked="" type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> Sample/Test		SOILS	
<input checked="" type="checkbox"/> Pro flooding Anchor		<input checked="" type="checkbox"/> Excavation, Grading, Filling	
<input checked="" type="checkbox"/> Post-Installed Anchor		<input checked="" type="checkbox"/> Drilled Piers & Caissons	
MASONRY		<input checked="" type="checkbox"/> Driven Piles	
<input checked="" type="checkbox"/> Reinforcing & Embeds		<input checked="" type="checkbox"/> Nuclear Density	
<input checked="" type="checkbox"/> Placement & Grouting		<input checked="" type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> Sample/Test		ASPHALTIC CONCRETE	
STRUCTURAL STEEL		<input type="checkbox"/> Placement	
<input checked="" type="checkbox"/> Fabrication & Erection		<input type="checkbox"/> Batch Plant	
<input checked="" type="checkbox"/> Visual Welding		<input type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> High Strength Bolting			
<input checked="" type="checkbox"/> Sample/Test			

Employee No. 474749

THIS IS TO CERTIFY THAT

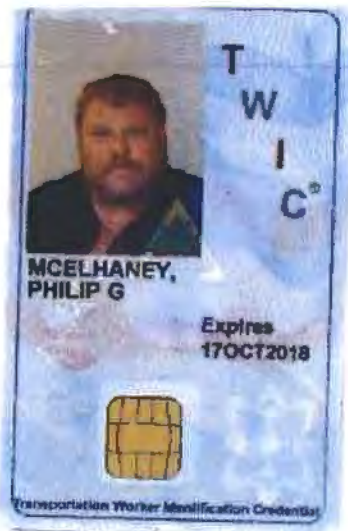
Philip McElhaneey

IS DULY QUALIFIED TO PERFORM THE DUTIES OF SPECIAL INSPECTOR AS INDICATED ON THE REVERSE SIDE OF THIS CARD.

EXPIRATION DATE 12-31-2018

Philip G. McElhaneey Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484



My Professional Information:

- Last, First MI: **McElhaneey, Philip G**
- Certified under this name: **Philip G McElhaneey, Master of Special Inspection**
- City, State Zip: **Anaheim, CA 92801**
- Certification Type(s):
 - Reinforced Concrete Special Inspector(expires 03/29/2020)**
 - Structural Masonry Special Inspector(expires 03/29/2020)**
 - Structural Steel & Welding Special Inspector(expires 03/29/2020)**
 - Spray-applied Fireproofing Special Inspector(expires 03/29/2020)**
 - Prestressed Concrete Special Inspector-Legacy(expires 03/29/2020)**
 - Prestressed Concrete Special Inspector(expires 03/29/2020)**
 - Master of Special Inspection(expires 03/29/2020)**
 - Structural Steel and Bolting Special Inspector(expires 03/29/2020)**
 - Structural Welding Special Inspector(expires 03/29/2020)**



John Niehaus

Senior Welding Inspector

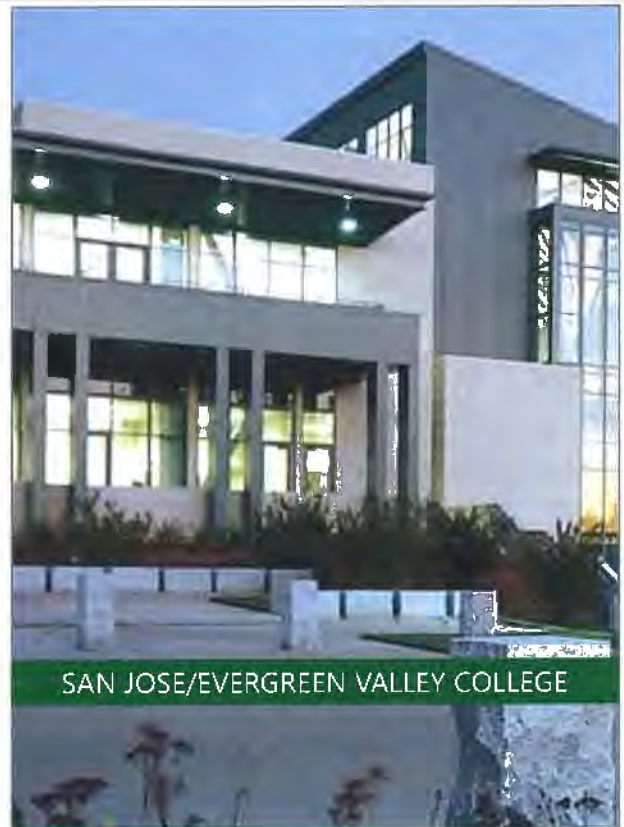
As a Senior Welding Inspector, John Niehaus contributes over 33 years of welding and shop fabrication experience. His areas of expertise involves preparation and testing of welding procedure qualification, procedure welding specification and welder qualification, and verification of specification and code compliance. He has extensive experience in inspecting site fabrication and installation procedures, performing NDT as Level II (MT, UT). He has performed in the role of senior special inspector during construction of numerous large-scale projects. He communicates well with building owners, architects, contractors, engineers, governing agencies inspectors and technicians to assure quality performance and compliance with project specifications and governing codes.

Qualifications & Certifications:

- AWS - Certified Welding Inspector #9102601, Exp. 10/1/2018
- ANSI/ASNT - MT/UT, Level II, Exp. 12/2020

Project Experience:

- San Miguel Elementary School, Santa Rosa, CA
- Thomas Page Academy, North & South Buildings, Cotati, CA
- Hillview Crest Elementary School Parking Lot Improvements, Hayward, CA
- White Hill Middle School, Fairfax, CA
- Edna Maguire Elementary School, Mill Valley, CA
- Heights Elementary School, Pittsburg, CA
- San Jose/Evergreen Community College, South Campus Expansion, CA
- Thomas R. Pollicita Middle School, Daly City, CA
- Analy High School Stadium Modernization, Sebastopol, CA
- Mary E. Silveira Elementary School, San Rafael, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- University of San Francisco - War Memorial Gymnasium Renovations, CA
- University of San Francisco - Ulrich Field & Benedetti Baseball Diamond, CA
- Richmond Swim Center, Richmond, CA
- Kaiser Santa Rosa, Santa Rosa, CA



John Niehaus

CONCRETE	Reinforcing & Embeds Placement Batch Plant Prestressing Ductile Moment Shotcrete Insulating/Gypsum Sample/Test Proofloading Anchor Post-Installed Anchor
MASONRY	Reinforcing & Embeds Placement & Grouting Sample/Test
STRUCTURAL STEEL	X Fabrication & Erection X Visual Welding High Strength Bolting X Sample/Test
NONDESTRUCTIVE TESTING	MT <u>X</u> PT <u> </u> UT <u>X</u> RT <u> </u>
FIREPROOFING	Placement Sample/Test
STRUCTURAL WOOD	Shear Diaphragms Sample/Test
SOILS	Excavation, Grading, Filling Drilled Piers & Caissons Driven Piles Nuclear Density Sample/Test
ASPHALTIC CONCRETE	Placement Batch Plant Sample/Test



Employee No. 474727

THIS IS TO CERTIFY THAT
John Niehaus

IS DULY QUALIFIED TO PERFORM THE DUTIES OF
SPECIAL INSPECTOR AS INDICATED ON THE
REVERSE SIDE OF THIS CARD

EXPIRATION DATE: 12-31-2018



Authorized Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484



American Welding Society

Certifies that Welding Inspector
John C Niehaus
*has complied with the requirements of AWS Q1,
Standard for AWS Certification of Welding Inspectors*

09102601
CERTIFICATE NUMBER

October 1 2018
EXPIRES DATE




Mark A. Reese
AWS President
American Welding Society
500 North Dearborn Street
Mesa, Arizona 85204-1097
USA

Certificate of Completion

Ultrasonic Testing Level II

Who is to certify that

John C. Niehaus

has successfully completed the educational curriculum
as required by the ASNT-SNT-IA Recommended Practice
Training and testing was performed and successfully completed
at American River College, Sacramento California.

Examiner: **Mark A. Reese** **ASNT UT Level III #85914**



Exam Date: **March 16, 2018**

John Niehaus

Signet Testing Laboratories, Inc.

Personnel Certification

Name: John Niehaus Social Security No.: XXX-XX-8123 Birthdate: Aug 28, 1950

CERTIFICATIONS				EXAM SCORES - TRAINING				RE-CERTIFICATIONS		
Method	Level	Date	Examiner	Geo.	Spec.	Prac.	Comp.	Hrs.	Expiration Date	Date/Examiner
UT	II	12/14	Mark Reese	90.0	85.0	88.0	85.0	80	12/20	
MT	II	12/14	Mark Reese	90.0	90.0	95.0	92.0	40	12/20	
Percentile Weight Factors Level I				0.3	0.3	0.4				
Percentile Weight Factors Level II				0.3	0.3	0.4				
Percentile Weight Factors Level III				0.3	0.3	0.4				

NOTE: Examiners: M Reese, ASNT Level III Signatures: Mark A. Reese (P.R.)

PERSONNEL CERTIFIED IN ACCORDANCE WITH ANSI/ASNT CP-189 (UT) & ANSI/ASNT CP-185 (MT)

EXPERIENCE		NON-DESTRUCTIVE TESTING METHODS & HIGHEST LEVEL ATTAINED			
From	To	Company	Method	Level	
12/14	Present	Signet Testing Lab, Inc.	UT & MT	Level II	
11/12	12/14	Consolidated Engineering Labs, Inc.	CT & MT	Level II	
05/11	11/12	Inspection Services, Inc.	VI		
02/10	05/11	RES Engineers, Inc.	VT & UT		

Education and Training		Location	Date	Length	Subject
Passed Eye Examinations* See Official Visual Acuity Form dated 12-28-17 of	American River College	Sacramento, CA	03/13	60	UT
	Consolidated Engineering Labs, Inc.	Oakland, CA	05/13	20	MT

* Near distance acuity reading determined using Jaeger No. 1 test chart and color vision in accordance with ANSI/ASNT CP-189-2001

3526 BREAKWATER COURT, HAYWARD, CALIFORNIA 94543 (510) 887-8464 PHONE (510) 239-1068 FAX



VISUAL ACUITY FORM

Number of: _____ Class: _____ Date: _____

Last Name: Niehaus First Name: John M: C

Applicant

This form must be submitted to an ASNT/CES/ASNT/IB/CAS by applicant's employer.

DISCLAIMER: This completed Visual Acuity Form must be sent to the ASNT Certification Department prior to the date of the program involving a Visual Acuity Exam. Applicant will have one business day to respond after the certification exam date should have been issued, and may be in jeopardy of pending certification fees. This form may be used for the, record, or not.

Eye Examination

Eye examinations shall be administered by an Ophthalmologist, Optometrist, Medical Doctor, Registered Nurse or Certified Physician Assistant or by other qualified medical personnel, and must include the date of previous vision records. Examinations shall be performed within one (1) year of the certification examination date, or within one (1) year of the certification expiration date for renewal or recertification of CEI/CSRI and within (7) months for all other programs requiring a Visual Acuity Exam.

All applicants must pass an eye examination, with or without corrective lenses, to pass their vision acuity on Jaeger 10/10 or greater (20/20) and be able to read color vision test. Eye examination conducted by applicant at the Visual Acuity Record Test supplied by the ASNT Certification Department. No other forms will be accepted.

The following must be completed by the eye examiner:

A. Identify the testee's vision which meets or exceeds 20/20 acuity at a distance of 20 feet or greater (20/20 or greater) (check one) one of the following for each eye:

Requires correction to read Jaeger 10 at 20 ft. or greater

No correction is required to read Jaeger 10 at 20 ft. or greater

Unable to read Jaeger 10 at 20 ft. or greater with attempt at correction

B. Through a color perception examination, is the applicant colorblind?

(check one) one of the following for each eye:

Colorvision IS NOT colorblind

Colorvision IS colorblind

3. Examiner's Contact Information

Examiner Name: DR. TRACY J. HENDERSON, O.D. Date of eye exam: 12/28/17

Examiner Title: OPHTHALMIST Phone Number: _____

Examiner Address: 130 South Main Street City: _____ State: CA Zip/Postal Code: _____ Country: _____

4. Examinee's professional status which one you are:

Ophthalmologist Optometrist Medical Doctor Registered Nurse Certified Physician's Assistant

Examiner Signature: [Signature] License Number: CA 106761



Zantino Ochoa

Senior Special Inspector

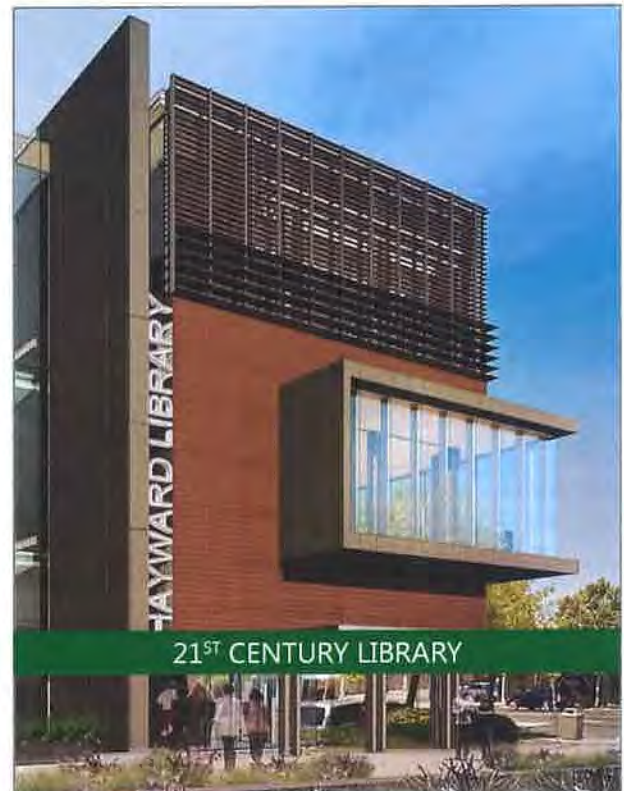
Zantino Ochoa has over 18 years of experience in the construction inspection industry and related fields. He is qualified to provide inspections in the areas of soils, drilled-pier foundations, asphalt paving, aggregate base, concrete, and anchor torque/proof load testing. Along with his technical capabilities, he has a proven track record of fostering clear communication with contractors, engineers, governing agency inspectors and technicians to ensure quality performance and compliance with project specifications and governing codes.

Qualifications & Certifications:

- ACI - Field Testing Technician Grade I #00052274, Exp. 6/29/2018
- Nuclear Gauge Certification
- Caltrans CTMs: 105, 201
- Previous CTMs: 216, 231, 504, 518, 539, 540, 556, 557
- PW Writing/FEMA
- Debris Specialist/FEMA
- OPS 1 Training/FEMA

Project Experience:

- James Logan High School Track and Field Upgrade, Union City, CA
- Hesperian Elementary School, San Lorenzo, CA
- Lorenzo Manor Elementary School, Hayward, CA
- Hillview Crest Elementary School Parking Lot Improvements, Hayward, CA
- Grant Elementary School Parking Lot Improvements, Hayward, CA
- Corvallis Elementary School, San Leandro, CA
- Dayton Elementary School, San Leandro, CA
- Thomas Page Academy, North & South Buildings, Cotati, CA
- University of California, Berkeley - Boalt Law Hall Infill
- Santa Clara Valley Medical Center, San Jose, CA
- 21st Century Library and Community Learning Center, Hayward, CA
- Caltrans District 4 North Bay, Various Locations, CA
- Amgen-AMR-BMX, Fremont, CA
- Mission Boulevard/Warren Avenue/UPRR Railroad Relocation, Livermore, CA
- Schwerin Street/East Vista Avenue Water Main Improvements, Daly City, CA
- Sutter Santa Rosa Parking Lot, Santa Rosa



21ST CENTURY LIBRARY

Zantino Ochoa

CONCRETE	Reinforcing & Embeds Placement Batch Plant Prestressing Ductile Moment Shotcrete Insulating/Gypsum Sample/Test <input checked="" type="checkbox"/> Proofloading Anchor <input checked="" type="checkbox"/> Post-Installed Anchor	NONDESTRUCTIVE TESTING MT ___ PT ___ UT ___ RT ___
MASONRY	Reinforcing & Embeds Placement & Grouting Sample/Test	FIREPROOFING Placement Sample/Test
STRUCTURAL STEEL	Fabrication & Erection Visual Welding High Strength Bolting Sample/Test	STRUCTURAL WOOD Shear Diaphragms Sample/Test
		SOILS <input checked="" type="checkbox"/> Excavation, Grading, Filling Drilled Piers & Carsons Driven Piles <input checked="" type="checkbox"/> Nuclear Density <input checked="" type="checkbox"/> Sample/Test
		ASPHALTIC CONCRETE <input checked="" type="checkbox"/> Placement <input checked="" type="checkbox"/> Batch Plant <input checked="" type="checkbox"/> Sample/Test

Employee No. 084000

THIS IS TO CERTIFY THAT
Zantino Ochoa

IS DULY QUALIFIED TO PERFORM THE DUTIES OF SPECIAL INSPECTOR AS INDICATED ON THE REVERSE SIDE OF THIS CARD.

EXPIRATION DATE 12-31-2018

Zantino Ochoa
Specialized Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484

ACI Concrete Field Testing Technician - Grade I

ZANTINO J OCHOA

Certification ID #00052274
Expires on: 06/29/2018

Verify at CheckACI.org

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this

CERTIFICATE OF PROFICIENCY

to

Zantino Ochoa

Signet Hayward

who is qualified to perform the following tests:

CTM 105	NO EXPIRATION	CTM 231	EXP. 03-20-17
CTM 201	NO EXPIRATION		

Test method & description due: _____

Certified by: *David R. Small*
David R. Small #94
Certified Independent Assurance (CIA)
Date Issued: 03-20-15

Note: This certificate is valid only if the holder complies with applicable regulatory requirements of the California Department of Transportation.

AUTHORIZED OPERATOR/TRANSPORTER OF PORTABLE MOISTURE/DENSITY GAUGES

Zantino Ochoa

THE ABOVE INDIVIDUAL HAS SUCCESSFULLY COMPLETED THE REQUIRED TRAINING AND IS AUTHORIZED TO USE RADIOACTIVE MATERIAL UNDER THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH, RADIOACTIVE MATERIALS LICENSE NO. 2543-01

Zantino Ochoa
RADIATION SAFETY OFFICER

Chris Davis

Special Inspector

Chris Davis has over three years of experience providing special inspection and materials testing services to a wide variety of projects. His familiarity with testing, surveying, and plan review ensures the construction process is in compliance with all applicable codes, ordinances and project specifications. His growing expertise with concrete and soil, along with his fireproofing and structural steel & bolting experience makes him a valuable project team member.

Qualifications & Certifications:

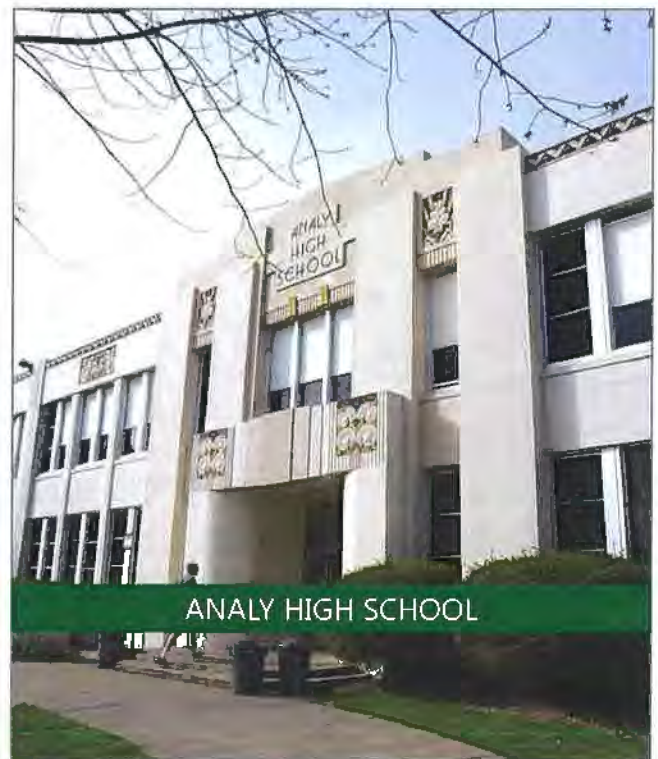
Evergreen Valley College, San Jose, CA

Military Veteran, United States Navy Submarines,
1988-1992

- ACI - Field Testing Technician, Grade I, #01258963, Exp. 2/9/2018
- ICC - Soils, #8194474, Exp. 3/14/2019
- ICC - Fireproofing, #8194474, Exp. 2/1/2020
- ICC - Structural Steel & Bolting, #8194474, Exp. 11/7/2018
- ICC - Associate Reinforced Concrete, #8194474, Exp. 1/13/2019
- ICC - Structural Masonry, #8194474, Exp. 3/18/2020
- Nuclear Density Gauge Certified

Project Experience:

- El Molino High School - Stadium Modernization, Forestville, CA
- Analy High School - Band Room, Sebastopol, CA
- Alvarado Elementary School Parking Lot Improvements, Union City, CA
- Alvarado Elementary School Solar Power System, Union City, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- Hesperian Elementary School, San Lorenzo, CA
- Decoto Adult School, Union City, CA
- Corvallis Elementary School, San Leandro, CA
- Lorenzo Manor Elementary School, Hayward, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- University of California, Berkeley - Seismic Retrofit
- University of California, San Francisco



Chris Davis

CONCRETE		NONDESTRUCTIVE TESTING	
<input type="checkbox"/> I-T	Reinforcing & Embeds	MT <input type="checkbox"/>	PT <input type="checkbox"/> UT <input type="checkbox"/> RT <input type="checkbox"/>
<input type="checkbox"/> I-T	Placement	FIREPROOFING	
<input type="checkbox"/> I-T	Batch Plant	<input checked="" type="checkbox"/>	Placement
<input type="checkbox"/>	Prestressing	<input checked="" type="checkbox"/>	Sample/Test
<input type="checkbox"/>	Ductile Moment	STRUCTURAL WOOD	
<input type="checkbox"/> I-T	Shotcrete	<input type="checkbox"/>	Shear Diaphragms
<input type="checkbox"/>	Insulating/Gypsum	<input type="checkbox"/>	Sample/Test
<input checked="" type="checkbox"/>	Sample/Test	SOILS	
<input checked="" type="checkbox"/>	Proofloading Anchor	<input type="checkbox"/>	Excavation, Grading, Filling
<input checked="" type="checkbox"/>	Post-Installed Anchor	<input checked="" type="checkbox"/>	Drilled Piers & Caissons
MASONRY		<input type="checkbox"/>	Driven Piles
<input checked="" type="checkbox"/>	Reinforcing & Embeds	<input checked="" type="checkbox"/>	Nuclear Density
<input checked="" type="checkbox"/>	Placement & Grouting	<input checked="" type="checkbox"/>	Sample/Test
<input checked="" type="checkbox"/>	Sample/Test	ASPHALTIC CONCRETE	
STRUCTURAL STEEL		<input checked="" type="checkbox"/>	Placement
<input type="checkbox"/>	Fabrication & Erection	<input type="checkbox"/>	Batch Plant
<input type="checkbox"/>	Visual Welding	<input checked="" type="checkbox"/>	Sample/Test
<input checked="" type="checkbox"/>	High Strength Bolting		
<input checked="" type="checkbox"/>	Sample/Test		

Employee No. 474756

THIS IS TO CERTIFY THAT
Christopher Davis

IS DULY QUALIFIED TO PERFORM THE DUTIES OF
SPECIAL INSPECTOR AS INDICATED ON THE
REVERSE SIDE OF THIS CARD

EXPIRATION DATE 12-31-2018

Christopher Davis
Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8464

ACI CoConcrete Field Testing Technician - Grade I

CHRISTOPHER L DAVIS

Certification ID #01258963
Expires on: 02/09/2018



Verify at CheckACI.org

INTERNATIONAL
CODE
COUNCIL

My Professional Information:

Last, First MI: **Davis, Christopher**
 Certified under this name: **Christopher Davis**
 City, State Zip: **San Jose, CA 95111-3176**
 Certification Type(s): **Reinforced Concrete Special Inspector Associate (expires 01/13/2019)**
Structural Masonry Special Inspector (expires 03/18/2020)
Spray-applied Fireproofing Special Inspector (expires 02/01/2020)
Soils Special Inspector (expires 03/14/2019)
Structural Steel and Bolting Special Inspector (expires 11/07/2018)



Section 3

Fees & Scope

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Project Understanding

As noted in the project documents provided (and as recaptured here) we understand the project will consist of:

- **INCREMENT 1:** Site clearing, excavation, utilities, on-site and off-site improvement work including site paving, new construction of site ramps, stairs, and walks, and modernization of a(an) existing Middle School one story buildings.
- Modernization of existing site and buildings, including associated civil, architectural, structural, plumbing, mechanical and/or electrical work as indicated.
- Including new finishes, adaptive re-use and modification, accessibility modernization, adding or modifying HVAC, changing and expanding selected infrastructure utilities and other associated modifications.

Signet DSA/LEA Special inspections and material testing services for this project is limited to:

1. The construction of retaining walls, footings and ramps as noted on sheet S1.0,
2. Geotechnical Testing & Inspection services to be provided by Geotechnical Engineer of Record unless specifically requested by client and after a copy of the project geotechnical report has been provided for our review.

Scope of Services

Based on our review of the available project documents, we have identified the following special inspections and materials testing services that we have included and excluded from this proposal.

Scope of Work Inclusions

1. Reinforcing steel
 - a. Provide material ID, tag, sample & test as per DSA IR 17-10
 - b. All thread rods/anchor bolts as per DSA IR 17-11
2. Cast in place concrete – laboratory and field
 - a. Concrete sampling, slump, cylinders, compressive strength testing, etc.
 - b. Provide continuous batch plant inspections per CBC Chapter 17A, Section 1705A.3.2 "Required Verification and Inspection."
 - We have assumed this requirement will be waived in lieu of following 1st truck to project site approach.
3. Load tests of post installed anchors/dowels – epoxy and/or expansion
 - Verify correct load was applied to expansion anchors/epoxy dowels during installation processPost-Installed Anchors/Dowels
4. Other – management oversight, administrative and technical support – Mix design review, WPS review, bi-weekly progress reports, final reports, etc.

Scope of Work Exclusions

1. Geotechnical Design Recommendations (by G.E. of Record)
2. Structural Observations (by S.E. of Record)
3. Placement of reinforcing steel/anchors:
 - a. Bars/anchors: size, grade, spacing, clean, clearance, properly tied & etc.
 - i. (by IOR/PI and has been excluded from this estimate)
 - ii. Material ID, tag, sample, and bend/tensile testing by Signet (per DSA form 103)
4. Concrete Placement Inspections:
 - a. (by IOR/PI and has been excluded from this estimate)

Scope of Services - continued

5. Post installed Anchors/Dowels: Installation inspections
 - a. (by IOR/PI and has been excluded from this estimate)
6. Geotechnical Materials Testing Services - laboratory and field for Retaining walls/footings/backfilling & etc. (By Geotechnical Engineer of Record) * **add alternate #1** has been provided in the event these services will be needed)
 - a. Review project geotechnical reports
 - b. Soil acceptance/classification (PI, LL, compaction/proctor curves, sieve analysis, etc.)
 - c. Nuclear gauge field density testing
 - d. Backfilling, grading, compaction testing & etc.
7. Continuous Batch Plant Inspections (follow 1st truck, approach)
8. Any other inspections and/or testing not specifically addressed above*

*These services can be provided by Signet if requested.

If the scope of work outlined is not accurate or has changed, please inform us immediately and we will revise our estimate for materials testing and special inspection for this project.

The attached estimate is based on our review of the available project plans from:

- AXIA Architects (A/S plans) dated 2/21/18
- AXIA Architects Project Spec Book dated 2/21/18

Signet celebrated 6 years working without a lost time case with over 1 million exposure hours. The Southern California Contractors Association recognized this achievement by awarding Signet the Excellence in Accident Prevention award at their 2012/2013 Safety Awards Banquet.



Fees & Scope

Div. #	Cast-In-Place Concrete	Estimated Units	Rate	Amount	
Reinforcing Steel & Anchor Placement (typically by IOR/PI):					
	Material ID, Tag Sample at Fab. Shop	4 \hours	\$ 87.00	\$ 348.00	
	Reinforcing steel placement inspections/anchors (typically by IOR/PI)	0 \hours	\$ 87.00	\$	
Concrete Sampling/Placement Inspection:					
	Concrete placement inspections (typically by IOR/PI)	0 \hours	\$ 87.00	\$	
	Batch Plant Inspections (follow 1st truck)	4 \hours	\$ 87.00	\$ 348.00	
	Sampling concrete/cylinders/slump/ temperture & etc.	16 \hours	\$ 87.00	\$ 1,392.00	
	Load Testing of Post Installed Anchors & Dowels	4 \hours	\$ 87.00	\$ 348.00	
	Load Testing Equipment	4 \hours	\$ 15.00	\$ 60.00	
	Sample Transportation To Laboratory	6 \hours	\$ 65.00	\$ 390.00	
Laboratory & Engineering Services:					
	Concrete Compression Test (4 Sets of 5)	20 \each	\$ 30.00	\$ 600.00	
	Rebar Bend & Tensile Size through #8 (2 sets of 2)	4 \each	\$ 155.00	\$ 620.00	
	Rebar Bend & Tensile - Size over #8	0 \each	\$ 175.00	\$	
	Mix Design, Engineers Review & DSA Box Updates	4 \hours	\$ 165.00	\$ 660.00	
	DSA Final Report	1 \each	\$ 500.00	\$ 500.00	
				Subtotal	\$ 5,266.00
Base Professional Services Estimated Total:				\$	5,266.00
Project Administration:				\$	369.00
Project Staff Load & Cost Summary					
		Hours	Cost		
		Cast-In-Place Concrete:	34	\$ 5,266.00	
		Project Administration:	-	\$ 369.00	
		Special Inspection Staff Loads & Schedule:	34	\$ 5,635.00	
Add Alternate #1: Geotechnical Services					
Div. 31/32	Earthwork/AC/AB/Compaction Testing	Estimated Units	Rate	Amount	
Compaction Testing & Observation:					
	Backfilling/retaining walls (continuous during backfilling)	24 \hours	\$ 87.00	\$ 2,088.00	
	Compaction Testing: under footings/walkways/ramps	12 \hours	\$ 87.00	\$ 1,044.00	
	Sample Transportation To Laboratory	2 \hours	\$ 65.00	\$ 130.00	
Laboratory & Engineering Services:					
	Soils Compaction Curve (ASTM D-1557)	2 \each	\$ 395.00	\$ 790.00	
	Soil Classification (Plasticity Index / Liquid Limit)	2 \each	\$ 285.00	\$ 570.00	
	Soil Classification (Expansion Index Test)	2 \each	\$ 390.00	\$ 780.00	
	Sieve Analysis, Coarse and Fine Including Wash (to 1-1/2 inch maximum)	2 \each	\$ 395.00	\$ 790.00	
	Nuclear Gauge Equipment	36 \hours	\$ 15.00	\$ 540.00	
	Geotechnical Engineers Review and Project Management	8 \hours	\$ 165.00	\$ 1,320.00	
	DSA Final Report	1 \each	\$ 500.00	\$ 500.00	
				Subtotal	\$ 8,552.00

Additional Comments:

- The unit rates for laboratory testing include all required laboratory technician costs, sample storage and disposal charges.
- Regular work day is from 7:00 am to 4:00 pm, Monday - Friday - Inspector
- This estimate was based upon review of the available project documents consisting of AXIA Architects (A/S plans) dated 2/21/18, AXIA Architects Project Spec Book dated 2/21/18, and emails provided by the client. No DSA form 103 available, still in DSA review stage. A detailed construction schedule was not available at the time we prepared our estimate. Upon receipt and request of additional information, we can update our fees estimate.
- Services will be performed on a time and material basis in accordance with this estimate and our current schedule of fees and services, including the general conditions contained therein. An administration fee of seven percent will be added to all invoices. Other billable expenses include equipment, trip/mileage, parking, toll charges and portal to portal charges. Standard payment terms are net-30 days; therefore, all payments are due 30 days from the date of invoice. Accounts are considered past due thereafter and may be assessed a finance charge of one and a half percent per month service charge (eighteen percent per annum).
- Labor rates are based upon Union wage requirements. Union (OE3) annual increases will apply when implemented.
- Special Inspection and Testing scope is per the 2013 CBC, Section 1701.1 - 9 (Section 1705.3.1).

SCOPE OF WORK EXCLUSIONS

- Geotechnical Design Recommendations (by G.E. of Record)
- Structural Observations (by S.E. of Record)
- Placement of reinforcing steel/anchors:
 - Bars/anchors: size, grade, spacing, clean, clearance, properly tied & etc. (by IOR/PI and has been excluded from this estimate)
 - Material ID, tag, sample, and bend/tensile testing by Signet (per DSA form 103)
- Concrete Placement Inspections:
 - (by IOR/PI) and has been excluded from this estimate)
- Post installed Anchors/Dowels: Installation inspections
 - (by IOR/PI) and has been excluded from this estimate)
- Geotechnical Materials Testing Services: laboratory and field for Retaining walls/footings/backfilling & etc. (By Geotechnical Engineer of Record) * add alternate #1 has been provided in the event these services will be needed
 - Review project geotechnical reports
 - Soil acceptance/classification (PL, LL, compaction/proctor curves, sieve analysis, etc.)
 - Nuclear gauge field density testing
 - Backfilling, grading, compaction testing & etc.
- Continuous Batch Plant Inspections (follow 1st truck, approach)
- Any other inspections and/or testing not specifically addressed above*

*These services can be provided by Signet Testing Labs if requested.

2017-2018 SCHEDULE OF FEES AND SERVICES

PROFESSIONAL SERVICES

1000	Expert Witness.....	\$360.00/hour
1005	Principal Engineer.....	210.00/hour
1010	Geotechnical Engineer.....	185.00/hour
1015	Project Engineer / Executive.....	175.00/hour
1020	Staff Engineer.....	165.00/hour
1025	Project Manager.....	165.00/hour
1030	Quality Control Manager.....	155.00/hour
1032	Lead Construction Inspector /Resident Inspector.....	145.00/hour
1035	Laboratory Technician.....	115.00/hour
1040	Technical Assistant, Administrative, Draftsman.....	85.00/hour

INSPECTION AND TESTING SERVICES

Soils / Asphalt Concrete:

2001	Soil Compaction Testing & Observation.....	\$95.00/hour
2104	Soils Observation & Sampling w/o compaction.....	95.00/hour
2102	AC Compaction Testing & Observation.....	95.00/hour
2111	AC Placement Obs. & Sampling w/o compaction.....	95.00/hour
2105	AC Batch Plant Inspection / Sampling.....	95.00/hour
2110	Material Sampling / Transportation.....	95.00/hour
2205	Pile / Pier Installation Observation.....	135.00/hour

Portland Cement Concrete / Shotcrete / Gunite:

3103	Concrete Placement Inspection.....	\$95.00/hour
3104	Concrete Sampling Only.....	95.00/hour
3105	PCC Batch Plant Inspection.....	95.00/hour
3110	NS Grout Inspection / Sampling.....	95.00/hour
3123	Presressed Concrete Pile Plant Inspection.....	95.00/hour
3503	Shotcrete / Gunite Placement Inspection.....	95.00/hour
3501	DSA Shotcrete / Gunite Placement Inspection.....	135.00/hour

Reinforcing Steel / PT Strand:

3102	Rebar Placement Inspection.....	\$95.00/hour
3609	Rebar / PT Strand ID Sampling / Tagging.....	95.00/hour
3208	PT Strand Stressing Inspection.....	95.00/hour

Masonry:

3701	DSA Continuous Masonry Inspection.....	\$135.00/hour
3703	Continuous Masonry Inspection.....	95.00/hour
3706	Masonry Brick / Veneer Inspection.....	95.00/hour
3710	Periodic Masonry Inspection.....	95.00/hour
3715	Masonry Sampling / Tagging.....	95.00/hour

FIELD TESTING EQUIPMENT RATES

1610	Anchor Load / Epoxy Tester / Torque Wrench.....	\$20.00/hour
1611	Nuclear Gauge or Sand Cone.....	20.00/hour
1612	Skidmore Wilhelm H. S. Bolt Calibrator.....	35.00/hour
1613	UT / MT / PT Gauge.....	20.00/hour
1614	Floor Flatness.....	55.00/hour
1615	Paint Coating Gauge / Moisture Meter.....	15.00/hour

Structural Steel:

5101	Field Welding Inspection.....	\$95.00/hour
5103	High Strength Bolting Inspection.....	95.00/hour
5104	Field UT Testing.....	95.00/hour
5105	Field MT Testing.....	95.00/hour
5106	Field PT Testing.....	95.00/hour
5201	Shop Welding Inspection.....	95.00/hour
5202	Shop MT Testing.....	95.00/hour
5203	Shop PT Testing.....	95.00/hour
5204	Shop UT Testing.....	95.00/hour
5205	Shop Material ID.....	95.00/hour

Spray-Applied Fire Resistive Materials (SFRM) Fireproofing:

6002	SFRM Application of SFRM.....	\$95.00/hour
6002	SFRM Field Measure Thickness.....	95.00/hour
6002	SFRM Sampling.....	95.00/hour
6003	SFRM Bond Strength Testing.....	95.00/hour

Roof / Wood / Waterproofing Division:

7003	Built-up Roofing Placement Inspection.....	\$130.00/hour
7004	Diaphragm Nailing Inspection.....	95.00/hour
7005	Shear Wall Nailing Inspection.....	95.00/hour
7060	Waterproofing Inspection.....	145.00/hour

Specialty Testing Division:

9001	Anchor Load / Torque Testing.....	\$95.00/hour
9006	Witness Dowel / Anchor Installation.....	95.00/hour
9008	Pachometer.....	145.00/hour
9007	Schmidt Hammer Testing.....	145.00/hour
9011	Ground Penetrating Radar Survey (GPR).....	195.00/hour
8161	Floor Flatness Survey (Dipstick).....	165.00/hour
8220	Moisture Vapor Emission Testing.....	135.00/hour
7062	Moisture Content Testing.....	145.00/hour
9703	Coatings Inspection.....	145.00/hour
3108	Coring Technician, One Man.....	195.00/hour
9705	Specialty Technician (FRP, Profometer, etc).....	185.00/hour

Sample Pick-Up and Equipment Transport:

0209	Pick-Up / Delivery.....	\$85.00/hour
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Transportation of samples when scheduled outside of normal business hours will incur premium rates and 4 hour minimums.

Note: Above rates shall be defined as "Basic Rates"; these rates do not include any applicable premium rates as presented in the Basis of Charges.

1617	Ground Penetrating Radar.....	\$65.00/hour
1618	Pachometer / Profometer / Schmidt Hammer.....	25.00/hour
1619	Coring Equipment (Drill, bits, generator, etc.).....	65.00/hour
1620	Core Barrel Usage (per inch drilled).....	9.00/inch
1621	Fireproofing Cohesion / Vapor Emission / RH.....	75.00/each
1622	FRP Test Pucks.....	55.00/each

BASIS OF CHARGES

Signet is signatory to a labor agreement with Operating Engineers Local Union No. 3 (OE3) and our inspection and testing personnel are members of OE3. With consideration of Prevailing Wage requirements, as determined by the California Department of Industrial Relations, and the labor agreement with OE3, we have minimum charges for field services and premium time rates that correspond to labor costs as set within the prevailing wage determination, OE3 labor agreement requirements, and our overall cost structure. Including:

<u>Minimums & Increments:</u>	<u>Hours</u>
Show-Up Cancellation Time*	2
Sample Pick-Up & Equipment Transport	2
Work Performed 0-4 hours	4
Work Performed 4-8 hours	8
Work + 8 hours	2
When required to work thru lunch	0.5 Hr @ 2X Basic Rate
Project Minimum Charge	\$885.00

* Show-up time for scheduled work with no work performed and notice of cancellation of less than 4 hours (notice must be provided by telephone to our dispatcher during normal business hours of 7 AM to 4 PM). Premium time rates will apply for work performed outside of normal business hours

Premium Charges Added to Hourly Rates*:

Shift Differential**	Rate + 20%
Over 8 hours on Weekdays	1.5 x Basic Rate
First 8 hours on Saturday	1.5 x Basic Rate
Over 12 hours on Weekdays	2 x Basic Rate
Over 8 hours on Saturday	2 x Basic Rate
Sunday and Holidays	2 x Basic Rate

* Shall also apply to Professional Services Staff

** For shifts beginning after 2:00 PM or before 4:00 AM where more than 5 consecutive days of service is scheduled for the shift inspector. Less than 5 days of consecutive shift work will result in additional charges including OT and DT due to rescheduling staff around normal workday schedules.

As required to accommodate the construction schedule, Signet may use contract special inspectors to augment our staff. Inspections performed by contract providers will be billed as specified for Signet employees.

Travel Time:

Services, including mileage and travel time, are charged portal to portal from point of dispatch. Travel time will be invoiced in accordance with the associated service rate and when applicable include any premium charges associated with performing the work. Where specialty equipment is required, such as a nuclear density gauge which must be stored at our State licensed facility, or proof-load test equipment, the inspector's or technician's reporting location is the laboratory.

Our Fee Schedule and project specific rates are valid through June 30 of each year and are subject to a minimum increase of 3.0 – 5.0% on July 1. For services performed after June 30 fees for any on-going projects will be subject to this increase based on OE3 labor and benefits increases and cost of living adjustments.

Final Reports (Special Inspection Projects Only):

0215	Engineer's Final Report Letter	\$350.00 Each
0216	DSA/OSHPD Verified Report	500.00 Each

Reimbursable Expenses:

0217	Trip Charge (25/mile radius of Signet office)	\$85.00/Trip
0218	Trip Charge (25-50/mile radius of Signet office)	95.00/Trip
0218	Trip Charge (50/mile + of Signet office)	145.00/Trip
0208	Mileage (beyond 50-mile radius of Signet office)	0.75/Mile
1201	Travel Time	Service Rate
0206	4-Wheel Drive Vehicle (when required)	50.00/Day
0206	Specialty Vehicle Charge (when required)	Cost + 20%
0221	Project Laptop Computer / Tablet	20.00/Day
0205	Per Diem (or Cost + 20% whichever is greater)	140.00/Day
0207	Equip. Rental / Cure Box / Notary / Expenses	Cost + 20%
0105	Outside / Subcontracted Services	Cost + 20%
0204	Parking / Tolls	Cost + 20%

Expedited Services (Rush Charge):

Where laboratory tests are to be performed on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples) the expediting fee is 100% of the associated unit rate. Same day request for engineering, technical or field inspection service and accelerated final report processing shall be billed an expediting fee of 50% of the associated unit rate.

Project Coordination, Engineering, and Management:

1. A minimum of one-half hour per week of Project Engineer / Manager is charged for review of daily field reports and preparation of a single summary report.
2. Project Engineer / Manager including review of contractor submittals, laboratory test results, and other professional services are billed two-hour minimum/increment
3. Special Handling Fee will be added to all invoices for Client required customization to standard processes such as billing, certified payroll, pay applications special dispatch requests, etc. 3%
4. Project Administration Fee will be added to all invoices to cover project administration costs related to office project coordination, standard dispatch, report processing, typing, postage, and on-line access to all reports. 15%

Invoices will be submitted on a bi-weekly basis and are due upon receipt. Unpaid invoices aging beyond 30 days of the invoice date are subject to late charges equal to 1.5 % per month until paid. All services are billed on a time and material basis in accordance with this schedule of fees and/or, if provided, a project specific fee proposal. It is the client's responsibility to notify Signet in writing prior to the start of work affected by Prevailing Wage requirements that may be imposed on the project. Failure to properly notify Signet will result in customer being responsible for all fees, penalties, or other costs associated with meeting these requirements. In addition, all affected rates will be increased 30 percent to account for additional costs to comply with prevailing wage requirements not identified in advance of submitting this schedule of fees and/or our project specific fee proposal.

LABORATORY TESTING

SOILS AND AGGREGATES

Aggregate Property Tests:

Acid Solubility	
4260	\$200.00 each
Aggregate Angularity AASHTO T304	
4245 Fine Aggregate	255.00 each
Clay Lumps and Friable Particles ASTM C142	
4211	185.00 each
Cleanliness Value CTM 227	
4213 1" x #4 (or finer)	225.00 each
4214 1-1/2" x 3/4"	425.00 each
4290 2-1/2" x 1-1/2"	750.00 each
4291 Pit Run	360.00 each
Crushed Particles (percent) CTM 205	
4225	195.00 each
Durability Index CTM 229	
4230 Course Fraction	265.00 each
4231 Fine Fraction	265.00 each
Flat and Elongated Particles ASTM D4791	
4224	195.00 each
Los Angeles (LA) Abrasion and Impact ASTM C131/CTM 211	
4219 500 revolutions	295.00 each
4220 100 & 500 revolutions	395.00 each
Los Angeles (LA) Abrasion and Impact ASTM C535	
4221 (for large size coarse aggregate) 1000 revolutions	495.00 each
Mohs Hardness	
4261	295.00 each
Organic Impurities in Fine Aggregates ASTM C40 / CTM 213	
4209	165.00 each
Relative Mortar Strength Of Portland Cement Concrete Sand CTM 515	
4270	675.00 each
Sand Equivalent ASTM D2419/CTM 217	
4212	245.00 each
Soundness of Aggregates ASTM C88/CTM 214	
4207 by use of sodium or magnesium sulfate, fine or coarse, 5 cycles (billed per fraction, minimum charge \$350.00)	195.00 each
Specific Gravity & Absorption	
4215 Fine Aggregate ASTM C128/CTM 207	195.00 each
4216 Course Aggregate ASTM C127/CTM 206	195.00 each
Unit Weight (Bulk Density) and Voids in Aggregate ASTM C29/CTM 212	
4210 Unit weight (average of 3 tests)	195.00 each

Voids in Mineral Aggregate CTM LP-2

4246 Calculated	165.00 each
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Compaction Characteristics - Moisture / Density Relationships:

Standard Proctor ASTM D698 / AASHTO T99

2237 4" mold	\$365.00 each
2238 6" mold	395.00 each
2242 Checkpoint for identification of material	195.00 each

Modified Proctor ASTM D1557 / AASHTO T180

2239 4" mold	365.00 each
2240 6" mold	395.00 each
2242 Checkpoint for identification of material	195.00 each

Rock Correction of Moisture/Density Curve ASTM D4718

4208	185.00 each
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California Impact CTM 216

2243	385.00 each
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Classification and Index Tests:

Atterberg Limits (Plasticity Index) ASTM D4318

2225 Dry Prep Method B	\$285.00 each
2226 Wet Prep Method A	295.00 each

Classification of Soils (Unified Soil Classification System ASTM D2487

2234 Visual Classification	85.00 each
2269 Stiffness by Torvane/Pocket Penetrometer	85.00 each

Moisture Content ASTM D2216

2221 Individual test	65.00 each
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Moisture and Density ASTM D7263b

2222 Sample Diameter to 3"	135.00 each
2223 Sample to 6" Diameter	175.00 each

Organic Content of Peat and Other Organic Soil ASTM D2974

2233	225.00 each
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Particle Size Analysis ASTM C136/CTM 202

4203 Coarse aggregate (#4 to 1-1/2" maximum)	225.00 each
4204 Coarse aggregate (#4 to 3")	295.00 each
4205 Total sieve coarse and fine (to 1-1/2" maximum)	395.00 each
4206 Fine aggregate (#4 to #200 w/wash)	195.00 each
4226 Sieve analysis pit run with #200 wash	365.00 each
4202 #200 Wash on Aggregate ASTM C117	195.00 each
2227 #200 Wash on Soil ASTM D1140	195.00 each

Particle Size Analysis ASTM D422

2228 Sieve (from 1/4" to #200)	195.00 each
2229 Sieve (from 1-1/2" to #200)	295.00 each
2230 Sieve (from 3" to #200)	275.00 each
2231 Hydrometer test w/ sieve D422/ CTM 203	385.00 each

Fees & Scope

pH of Soil CTM 643/AASHTO T-228	
4402	165.00 each
Pinhole Test (Classification of Dispersive Clay) ASTM D4647	
2235	575.00 each
Porosity (Total)	
4280 Includes ASTM D7263 & ASTM D854	225.00 each
Specific Gravity Of Soils	
4228 by hydrometer ASTM D854/CTM 203	245.00 each
2232 (-#4) by pycnometer ASTM D854/CTM 209	225.00 each

GEOTECHNICAL LABORATORY

Consolidation Properties:

2256 Consolidation (1 cycle, 1 time rate) ASTM D2435	\$385.00 each
2257 For each additional Time-Rate curve	165.00 each
2258 Unload-Reload loop (per point)	75.00 each
2259 Trim to test from 3" sample	65.00 each

Expansion & Collapse Tests:

2261 Expansion Index UBC / ASTM D4829	\$390.00 each
One-Dimensional Swell or Collapse ASTM D4546	
2210 Method A (4-point curve)	900.00 each
2211 Method B	340.00 each
2212 Method C	360.00 each
2263 Collapse potential ASTM D5333	200.00 each
2264 Shrink-Swell ASTM D3877	225.00 each
2265 Expansion pressure free swell ASTM D3877	185.00 each

Hydraulic Conductivity:

Flexible Wall ASTM D5084 (2 - 3")	
2250 Sandy soil	\$395.00 each
2251 Clayey soil	465.00 each

Soil Strength Tests:

California Bearing Ratio ASTM D1883	
4240 3 points without compaction curve	\$825.00 each
Resistance "R" Value ASTM D2844/CTM 301	
4232 Untreated material	395.00 each
4234 Cement, lime, or other additives field sample	455.00 each
4233 Cement, lime, or other additives laboratory mixed	475.00 each
Direct Shear Tests, per point (2.5" diameter)	
2278 Unconsolidated-Undrained UU	225.00 each
2279 Consolidated-Undrained CU	265.00 each
2280 Consolidated-Drained CD (sandy soil) ASTM D3080	295.00 each
2281 Consolidated-Drained CD (clayey soil)	325.00 each
Triaxial Tests, Per Point (2.5" Diameter)	
2270 Unconsolidated-Undrained TX-UU ASTM D2850	195.00 each
2271 TX-UU over 70 psi ASTM D2850	185.00 each
2274 Consolidated-Undrained TX-CU ASTM D4767	285.00 each
2272 TX-CU with pore pressure TX-CU-PP ASTM D4767	495.00 each
2277 Slaged 3-point TX-CU-PP with pore pressure	1,450.00 each

2273 Consolidated-Drained TX- CD (sandy soil) USACE	795.00 each
2275 For multi-stage, each additional stress level	345.00 each
2290 Back pressure saturation	165.00 each

Unconfined Compressive Strength

2267 Cohesive soil ASTM D2166	125.00 each
4241 Soil-Cement cyl. (mixed in the lab) ASTM D1633	225.00 each
4242 Soil-Cement cyl. (field mixed) ASTM D1633	200.00 each
4243 CTB (mixed in the lab) ASTM D1633	225.00 each
4244 CTB (field mixed) ASTM D1633	200.00 each

Cement Treated Base (CTB) Mix Design:

2291 Moisture-Density Relations of Soil-Cement Mixture (each cement content) ASTM D558	\$395.00 each
2292 Particle Size Analysis ASTM C136	365.00 each
2293 Soundness of Aggregates by use of sodium or magnesium sulfate, fine or coarse, 5 cycles (billed per fraction, minimum charge \$250.00) ASTM C88	175.00 each
2294 LA Abrasion ASTM C131 100 & 500 revolutions	395.00 each
2295 Wetting & Drying Soil-Cement Mixtures ASTM D559	950.00 each
2296 Freeze & Thaw Soil-Cement Mixtures ASTM D560	1,350.00 each
4243 CTB Comp. Strength (each cement %) ASTM D1633	265.00 each
4250 Cement Treated Base Mix Design Report	650.00 each

Lime Treated Soil Mix Design:

2286 Soil-Lime Proportion ASTM D6276	\$450.00 each
4247 Lime Treated Soil at 1 moisture Content CTM 373	765.00 each

Additional Costs:

2282 Preparation for 3" diameter specimen	\$85.00 each
2283 Remold test specimen	110.00 each
2284 For multi-stage, each additional stress level	95.00 each
2285 For each re-shear cycle	105.00 each
2244 Photos	45.00 each
9801 Foreign Soil Sterilization and Disposal	125.00 each
9802 Sample Storage	QOR
9803 Shipping of samples, liners or containers	Cost +20%
9804 Special handling of contaminated samples	QOR
	Quote On Request (QOR)

ASPHALTIC CONCRETE

CTM 304/366/305	
4101 Stabilometer value of lab mixed sample	\$665.00/point
4102 Stabilometer value of premixed sample	595.00 each
4103 Swell test of bituminous mixture	295.00 each
CTM 304/307	
4113 Moisture vapor susceptibility including stabilometer (2 specimens)	295.00 each
CTM 382/D6307	
4129 Bitumen content of paving mixture by ignition oven (subject to environmental disposal surcharge)	365.00 each
4104 Correction Factor	355.00 each
ASTM D5444/CTM 202	
4105 Gradation of extracted sample including #200 washes	365.00 each

ASTM D1559		ASTM C469					
4106	Marshall test, premixed sample 3 specimen.....	\$350.00	each	9314	Static Young's modulus of elasticity in compression of 6" diameter x 12" cylindrical specimen.....	425.00	each
4107	Marshall test, lab mixed 3 specimens.....	450.00	each	3119	Splitting tensile test, 6" diameter x 12" cylinder.....	95.00	each
4109	Mix Design: Marshall Method - no aggregate.....	2,600.00	each	ASTM C512			
4112	Mix Design: Marshall Method - with aggregate.....	3,200.00	each	9315	Creep of Concrete in compression (by project quote)...	\$1,700.00/min	
4110	Mix Design: Hveem method - no aggregate.....	2,400.00	each	9316	Equilibrium Density ASTM C567.....	195.00	each
4111	Mix Design: Hveem method - with aggregate.....	2,900.00	each	ASTM C42/C39			
4138	Marshall RAP Mix Design w/ Agg. Tests, AI MS-2.....	4,000.00	each	3118	Compression test concrete cores.....	95.00	each
4139	Caltrans RAP Mix Design w/ Agg. Tests, CTM 367.....	3,600.00	each	3510	Shotcrete core compressive strength.....	125.00	each
CTM 308/ASTM D2726				ASTM C78/C293			
4114	Specific gravity of compacted sample.....	195.00	each	3135	Flexural strength of concrete, 6" x 6" x 24" specimen.....	165.00	each
CTM 308AASTM /D1188				ASTM C157 (MODIFIED)			
4115	Specific gravity of AC - paraffin coated.....	225.00	each	3115	Volume change of concrete, per set of 3 (drying shrinkage test), up to 28 days drying (excludes trial batch).....	565.00	each
CTM 304/375				ASTM C109			
4128	Test maximum density (TMD), set of 5 specimens.....	465.00	each	3113	Compression Tests, 2" cube specimen.....	65.00	each
ASTM D2041				ASTM C192			
4116	Rice Gravity.....	265.00	each	3136	Laboratory Trial Batch (by project quote).....	1,500.00/min	
ASTM D1075				MASONRY			
4133	Index of retained strength, pre-mix.....	600.00	each	ASTM C140			
4134	Index of retained strength, lab mix.....	880.00	each	9401	Gross Area Compression.....	\$125.00	each
4125	Index Retained Stability - pre mix.....	600.00	each	9405	Net Area Compression.....	115.00	each
4126	Index Retained Stability - lab mix.....	750.00	each	9402	Absorption and moisture content (*).....	195.00	each
ASTM D4867/AASHTO				9403	Linear shrinkage (rapid method) (*).....	310.00	each
4127	Tensile strength ratio, pre-mix.....	1,200.00	each	ASTM C426			
4117	Tensile strength ratio, lab mix.....	1,800.00	each	9406	Linear shrinkage (ASTM C426) (*).....	425.00	each
CTM 303				9408	Unit Weight (*).....	145.00	each
4119	CKE Coarse.....	195.00	each	9404	Dimensional measurement/Equivalent web thickness (*).....	125.00	each
4120	CKE Fine.....	195.00	each	UBC Standard			
4132	Filmstripping, CTM 302.....	245.00	each	3711	2" x 4" mortar cylinder.....	65.00	each
4121	ATPB mix (grade, remix @ 2/2.5/3%).....	465.00	each	3713	Grout sample.....	65.00	each
4122	Open graded mix evaluation (grade, recombine, mix @ 3 oil %'s, filmstripping), CTM 368.....	495.00	each	3708	Composite prism.....	195.00	each
CTM 370				ASTM C1006			
4123	Moisture content of AC by microwave oven.....	125.00	each	9407	Splitting tensile (*).....	125.00	each
4135	Calculate Voids Filled with Asphalt, CTM LP-3.....	85.00	each	3717	Compression Test of CMU Core (CBC Title 24).....	95.00	each
4136	Calculate Dust Proportion, CTM LP-4.....	85.00	each	3718	Shear Test of CMU Core (both face) (CBC Title 24).....	125.00	each
4137	Calculate Air Voids of HMA, CTM 367.....	95.00	each	ASTM C531			
CONCRETE / SHOTCRETE				9317	Linear Shrinkage & Coefficient of Thermal Expansion.....	600.00	each
ASTM C39/C567				BRICK			
3111	Compression tests, 6" x 12" and 4" x 8" molded cyls.....	\$35.00	each	ASTM C67			
3112	Unit weight on concrete cylinder.....	95.00	each	9409	Compression test.....	\$95.00	each
3116	Cylinder Molds (Concrete / Grout / Mortar).....	10.00	each	9411	Absorption test, saturation coefficient.....	115.00	each
3120	Compression Test Samples Cast by Others.....	70.00	each	9306	Modulus of rupture.....	95.00	each
ASTM C495							
3117	Lightweight insulating concrete (3" diameter x 6" cylinder) Compression tests.....	65.00	each				

Fees & Scope

CLAY ROOFING TILE

9418 UBC Standard 32-12 Breaking Load.....	\$165.00 each
9419 Water Absorption by 24-hour Oven Drying (extra charge for cutting/preparation).....	155.00 each

BUILT-UP ROOFING

7026 Basic weight analysis.....	\$365.00 each
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ASTM D2829

7025 Ply separation and complete roof analysis.....	625.00 each
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FIREPROOFING

6004 Density of sprayed-on fireproofing.....	\$175.00 each
6005 Moisture Content of Sprayed-on Fireproofing.....	125.00 each

STRUCTURAL STEEL AND CARBON STEEL

(Sample preparation and machining not included)

Tensile Testing - yield, ultimate, elongation

9510 To 1" material thickness, inclusive.....	\$145.00 each
9517 Over 1" up to 1-1/2" thickness.....	165.00 each
9539 Over 1-1/2" thickness.....	225.00 each
9519 End-Welded "Nelson" Studs.....	165.00 each

Cold Bend Testing:

9511 To 3/4" material thickness.....	125.00 each
9518 Over 3/4" up to 1-1/4" thickness.....	165.00 each

Flattening Tests on Pipe:

9508 To 10" diameter and 3/4" max. wall.....	145.00 each
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9543 Guided Side, Root or Face Bends and T-Break.....	95.00 each
9601 Standard Welder Qualification Test.....	565.00 each
9605 Macroetch Examination.....	225.00 each

REINFORCING STEEL

Tensile Testing Full Section (yield/ultimate/elongation):

9501 Bar Size through #8.....	\$155.00 each
9502 #9 through #11.....	225.00 each
9503 #14.....	275.00 each
9504 #18.....	295.00 each
9552 Coupled rebar through #11.....	225.00 each
9553 Coupled rebar through #14.....	295.00 each
9554 Coupled rebar through #18.....	325.00 each
9509 Cold Bend Testing on Bar Size #11 and smaller.....	155.00 each
9529 Cold Bend Testing on Bar Size #14.....	165.00 each

POST-TENSION / PRESTRESS 7-WIRE STRANDS

Seven-wire strands, ASTM A416, for 1/4" through 1/2" strands

9304 Breaking strength only.....	\$365.00 each
9305 Yield strength, breaking strength & elongation.....	395.00 each

MECHANICAL TESTING OF METALLIC PRODUCTS

(sample preparation and machining not included)

9544 Yield strength, tensile, elongation, R/A for 1/2" diameter or sub-size reduced-section specimen.....	\$225.00 each
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Hardness Testing (3 points/sample)

9513 Rockwell / Brinell.....	125.00 each
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Charpy Impact Testing (minimum of 3 specimens):

9520 Room Temperature.....	65.00 each
9521 To minus 100 degrees Fahrenheit.....	95.00 each
9522 To minus 150 degrees Fahrenheit.....	125.00 each

HIGH STRENGTH BOLTS, NUTS AND WASHERS

(Sample preparation and machining not included)

ASTM A325, A490 AND A449

Bolts: to 1-1/8" diameter inclusive

9526 Proof load.....	\$95.00 each
9514 Ultimate Tensile.....	70.00 each
9515 Hardness (Rockwell) (*) including sample preparation.....	105.00 each

Nuts: to 1-1/8" inclusive

9535 Proof load.....	95.00 each
9536 Hardness (Rockwell) (*) including sample preparation.....	105.00 each

Washers: all sizes

9536 Hardness (Rockwell) (*) including sample preparation.....	105.00 each
9516 Carburization Depth.....	80.00 each

ASTM F959

9537 Load Indicator Washers (LIW), proof load.....	85.00 each
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SPECIALTY TESTING

ASTM A90

9700 Weight of galvanized coating (subject to environmental disposal fee).....	\$165.00 each
9701 Other materials-aluminum, brass, bronze, fiberglass, etc.....	65.00 each

MISCELLANEOUS

9903 Calibration of hydraulic ram system (single ram, one pressure gauge to 30 tons).....	250.00 each
9904 Calibration of hydraulic ram system (single ram, one pressure gauge to 100 tons).....	350.00 each
9805 Fiber Reinforced Polymer Tensile / Elongation.....	750.00 each

GENERAL TERMS AND CONDITIONS

1. **Access.** Client is responsible for providing Signet access to the project or facility site as well as safe access to all inspection/testing locations (via suitable ladders, etc.).
2. **Scheduling and Cancellation.** All inspection services must be scheduled at least 24 hours in advance. For inspections within a 75-mile radius of the applicable Signet office or facility, there is no charge for cancellation if made at least 24 hours in advance.
3. **Coordinated Inspections.** If Signet or its agents will be performing in-shop inspections of fabrication or assembly, Signet may perform coordinated inspections and bill accordingly. Where continuous inspections are mandated, a continuous presence in the assembly/fabrication facility is required.
4. **Final Affidavit.** The final inspection report (affidavit) will be issued on the 10th working day following the request for the affidavit by the client's project representative. However, any outstanding issues of inspection, testing, and accounting (payments) must be resolved to Signet's satisfaction prior to release of the affidavit. Outstanding issues may include, but are not limited to, approved resolution of Non-Conformance Reports and Requests for Information, 28-day concrete test results, and payment in full for services.
5. **Anticipated Costs.** Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by Signet are NOT "guaranteed maximums", "lump sums", or "not-to-exceed" totals. Client will compensate Signet for all services performed.
6. **Terms of Payment** (a) Invoice(s) shall be submitted bi-weekly, payments are due within thirty (30) days from date of invoice without retention. Overdue payments are subject to a late payment charge of 1.5% of the invoice amount plus interest at 1.5% per month until all overdue amounts, late charges and interest are fully paid. No dispute shall excuse Client from timely payment of all invoice amounts except amounts specifically disputed by Client in good faith. (b) Signet reserves the right to suspend the services without notice if all invoices are not paid when due, and to terminate the services if all invoices are not fully paid within five (5) days after written notice to Client of Signet's intent to so terminate. Upon any such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against Signet, its subsidiaries, affiliates, servants and agents, for suspension or termination of services pursuant to this paragraph. (c) Should Signet refer a past due account to an attorney or collection agency or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs.
7. **Warranty** Signet warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. Customer's sole remedy for breach of this warranty shall be for Signet to re-perform its services of non-conforming items, provided Client provides written notice to Signet within one (1) year after performance of the non-conforming services. This warranty and remedy is exclusive and is in lieu of any other warranty or representation, express or implied.
8. **Working Conditions and Escalation.** Signet is subject and/or signatory to one or more agreements with the International Union of Operating Engineers, AFL-CIO covering inspection and testing personnel (the "Labor Agreement"). Working conditions and hours will be enforced in accordance with the applicable Labor Agreement. Compensation for Signet services is subject to adjustment on July 1st of each year to cover any increase in Signet's cost due to changes in wages, benefits, working conditions and other provisions of the Labor Agreement or a successor labor agreement, plus corresponding changes in our general administrative and overhead expense. Signet will notify Client of these adjustments which shall become the agreed upon basis for the continuation of services by Signet.
9. **Insurance.** Signet carries all insurance required by law. Additional cost of insurance certificates, co-insurance endorsements, or additional insurance will be reimbursed by Client.
10. **Limitation of Liability.** To the fullest extent permitted by law, in no event, whether due to or based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error, omission or any other legal theory, shall Signet or its sub-consultants or their directors, officers, employees and agents be liable under or in connection with this Agreement or the performance or non-performance of the services (a) for any special, indirect, consequential, incidental or punitive damages, or for loss of use, loss of revenue or profit (actual or anticipated), increased cost of construction, claims of customers of Client, or any liquidated damages incurred by Client, or (b) in an aggregate amount in excess of the greater of \$10,000 or 25% of the total amount actually paid to Signet pursuant to this Agreement.
11. **Governing Law and Venue.** All contract issues and matters of law will be adjudicated in accordance with the laws of the State of California (excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction). Venue for any litigation shall be any state court or United States District Court situated in the State of California and having jurisdiction over the parties and subject matter.
12. **Force Majeure.** Any delay or failure of Signet in the performance of its obligations under this Agreement shall be excused to the extent caused by event(s) that are beyond Signet's reasonable control.
13. **Miscellaneous.** This Agreement supersedes any and all prior written and/or oral understandings, contracts and agreements that may have been made or entered into between the parties regarding the subject matter hereof. Any terms or conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between Signet and Client, and are not binding upon Signet. This Agreement may be modified only by a written amendment signed by both parties. In the event that any one or more of the provisions of this Agreement are found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law. Any provisions of this Agreement providing for limitation of or protection against liabilities between the parties hereto shall survive termination of the Agreement and/or completion of the services. Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of this Agreement shall not be construed to be a waiver of any subsequent breach or default.

VI D



707 542 4652
axiaarchitects.com

250 D Street
Suite 210
Santa Rosa
CA 95404

INFORMAL IOR RFP ANALYSIS

PROJECT: Gravenstein ES Phase 3 Multi-Use Modernization JOB NO: 988
 RFP DUE DATE: May 3rd, 2018 RFP DUE TIME: 2:00pm
 LOCATION: Electronic Response

CONTRACTOR:	Proposal Requirements:	RFP PROPOSALS:		
				FEE AS INDICATED IN PROPOSAL
Consolidated Engineering Laboratories 7757 Bell Road Windsor, CA 95492	<input checked="" type="checkbox"/> Contact Info <input checked="" type="checkbox"/> License <input checked="" type="checkbox"/> LEA# <input checked="" type="checkbox"/> Review of Drawings			Estimated \$5,779.94
LACO Associates 3450 Regional Parkway, STE B2 Santa Rosa, CA 95403	<input checked="" type="checkbox"/> Contact Info <input checked="" type="checkbox"/> License <input checked="" type="checkbox"/> LEA# <input checked="" type="checkbox"/> Review of Drawings			Estimated \$4,460.00
SIGNET Testing Labs, Inc. 3526 Breakwater Ct. Hayward, CA 94545	<input checked="" type="checkbox"/> Contact Info <input checked="" type="checkbox"/> License <input checked="" type="checkbox"/> LEA# <input checked="" type="checkbox"/> Review of Drawings			Estimated \$2,987.00

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**CONSOLIDATED ENGINEERING
LABORATORIES**

May 2, 2018

Jennifer Schwinn
Gravenstein Union School District
3840 Twig Avenue
Sebastopol, California 95472

Via E-Mail: [c/o dweigl@axiaarchitects.com](mailto:c/o_dweigl@axiaarchitects.com)

**Subject: Gravenstein ES, Phase 3 Multi-Use Modernization, 3840 Twig Avenue, Sebastopol, CA
CEL #40-06123PW, DSA File #49-39, DSA Application #01-117278**

**Hillcrest MS Improvements, 725 Bloomfield Road, Sebastopol, CA
CEL #40-06124PW, DSA File #, DSA Application #01-117326**

Dear Ms. Schwinn:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide materials testing and construction inspection services for the **Gravenstein and Hillcrest project, located in Sebastopol, California**. CEL would be proud to be part of your team, helping to ensure the construction quality and success of this project.

Following are our cost estimate and scope of services. We assembled this proposal based on the following sources:

- Hillcrest MS structural drawings prepared by ZFA Structural Engineers, dated February 21, 2018;
- Hillcrest MS DSA 103, dated February 21, 2018;
- Gravenstein ES structural drawings prepared by ZFA Structural Engineers, dated February 27, 2018;
- Gravenstein ES DSA 103, dated February 26, 2018;
- Gravenstein ES construction schedule.

Thank you for giving CEL the opportunity to be a part of your project team. We are committed to providing our clients the very best service possible to fulfill their testing and inspection needs, and are eager to prove this commitment to you. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Erica Sharp
Project Manager

This proposal, when signed by client at the space indicated below, shall constitute a legally enforceable contract on the precise, unaltered terms set forth in this proposal and the accompanying Contract Terms and Conditions.

Client: Gravenstein Union School District

_____ **Date**

**GRAVENSTEIN PHASE 3 MULTI-USE MODERNIZATION
3840 TWIG AVENUE, SEBASTOPOL, CALIFORNIA
CEL #40-06123PW, DSA FILE #49-39, DSA APPLICATION #01-117278**

PRICING

Description	Quantity		Unit Rate	Subtotals
POST-INSTALLED ANCHORS				
Placement of Post-Installed Anchors	32 Hours	Hours	\$ 78.00	\$ 2,496.00
Proofload or Torque Testing	32 Hours	Hours	\$ 78.00	\$ 2,496.00
SUBTOTAL:				\$ 4,992.00
MISCELLANEOUS				
DSA Interim Verified Reports	1 Each	Per Permit	\$ 150.00	\$ 150.00
Final Affidavit	1 Each	Per Permit	\$ 400.00	\$ 400.00
Project Engineering and Management 7%				\$ 387.94
SUBTOTAL:				\$ 787.94
MAN-HOURS		64	GRAND TOTAL: \$ 5,779.94	

Base of Charges: The proposed unit rates will be in effect through December 31, 2018. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increase:

Work over 8 Hours per day	Time and One-Half
Work over 12 Hours, Monday through Friday	Double Time
Work on Saturdays	Time and One-Half
Work over 8 Hours on Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$12.50 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$90.00/Trip
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
Technician with Nuclear Gauge	Portal-to-Portal
Final Affidavit (per permit number) (request six working days advanced notice)	\$400.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	7% of Fees
Credit Card Payment of Fees	2.5% Premium
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.60/Mile
Per-Diem, including lodging	\$120.00/Day

QUANTITY DISCLAIMER:

This quote outlined herein was based on the following sources:

- Gravenstein ES structural drawings prepared by ZFA Structural Engineers, dated February 27, 2018;
- Gravenstein ES DSA 103, dated February 26, 2018;
- Gravenstein ES construction schedule

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein.

It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered.

In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime.

CEL	Client
Initials	Initials

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**HILLCREST SCHOOL IMPROVEMENTS
725 BLOOMFIELD ROAD, SEBASTOPOL, CALIFORNIA
CEL #40-06124PW
PRICING**

Description	Quantity		Unit Rate	Subtotals
REINFORCED CONCRETE				
Mix Design Review	2 Each	Each	\$ 250.00	\$ 500.00
Sampling and Tagging Reinforcing Steel	4 Hours	Hours	\$ 78.00	\$ 312.00
Rebar Bend and Tensile Test (Samples, Size #3 - #10)	3 Each	Each	\$ 95.00	\$ 285.00
Batch Plant Inspection	6 Hours	Hours	\$ 78.00	\$ 468.00
Concrete Sampling	18 Hours	Hours	\$ 78.00	\$ 1,404.00
Concrete Compression Tests	30 Each	Cylinders / 6 Sets	\$ 35.00	\$ 1,050.00
Sample Pick-Ups	6 Each	Trip	\$ 90.00	\$ 540.00
SUBTOTAL:				\$ 4,559.00
MISCELLANEOUS STEEL WELDING				
Welding Procedure Specification Review	2 Each	Each	\$ 250.00	\$ 500.00
Shop Fabrication Inspection	16 Hours	Hours	\$ 87.00	\$ 1,392.00
Field Welding Inspection	16 Hours	Hours	\$ 87.00	\$ 1,392.00
SUBTOTAL:				\$ 2,784.00
POST-INSTALLED ANCHORS				
Placement of Post-Installed Anchors	12 Hours	Hours	\$ 78.00	\$ 936.00
Proofload or Torque Testing	12 Hours	Hours	\$ 78.00	\$ 936.00
SUBTOTAL:				\$ 1,872.00
MISCELLANEOUS				
DSA Interim Verified Reports	1 Each	Per Permit	\$ 150.00	\$ 150.00
Final Affidavit	1 Each	Per Permit	\$ 400.00	\$ 400.00
Project Engineering and Management 7%				\$ 718.55
SUBTOTAL:				\$ 1,118.55
MAN-HOURS		84	GRAND TOTAL: \$ 10,333.55	

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**HILLCREST SCHOOL IMPROVEMENTS
725 BLOOMFIELD ROAD, SEBASTOPOL, CALIFORNIA
CEL #40-06124PW
PRICING**

ALTERNATIVE PRICING

Description	Quantity	Unit Rate	Subtotals
GEOTECHNICAL ENGINEER OF RECORD			
Site reconnaissance, document review, transfer letter preparation, project management, field consultation, and report preparation.			
Senior Engineer	3 Hours	Hours	\$ 180.00 \$ 540.00
Soils Inspector - Half Days	4 Hours	Hours	\$ 110.00 \$ 440.00
Lab, Max Density/Opt Moisture	1 Each	Each	\$ 300.00 \$ 300.00
Observation and testing during site clearing and grading.			
Soils Inspector - Half Days	4 Hours	Hours	\$ 110.00 \$ 440.00
Foundation/pier drilling observation for carport structure INC 2			
Staff Engineer	16 Hours	Hours	\$ 130.00 \$ 2,080.00
Observation and testing during retaining wall backfilling operations.			
Soils Inspector - Full Time	32 Hours	Hours	\$ 110.00 \$ 3,520.00
Soils Inspector - Half Days	8 Hours	Hours	\$ 110.00 \$ 880.00
Lab, Max Density/Opt Moisture	1 Each	Each	\$ 300.00 \$ 300.00
Observation and testing during subgrade preparation and baserock placement in paved areas.			
Soils Inspector - Half Days	8 Hours	Hours	\$ 110.00 \$ 880.00
Lab, Max Density/Opt Moisture	1 Each	Each	\$ 300.00 \$ 300.00
SUBTOTAL:			\$ 9,680.00
MISCELLANEOUS			
DSA Interim Verified Reports	1 Each	Per Permit	\$ 150.00 \$ 150.00
Final Affidavit	1 Each	Per Permit	\$ 400.00 \$ 400.00
Project Engineering and Management 7%			\$ 716.10
SUBTOTAL:			\$ 1,116.10
MAN-HOURS		99	GRAND TOTAL: \$ 10,796.10

CEL Client
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**HILLCREST SCHOOL IMPROVEMENTS
725 BLOOMFIELD ROAD, SEBASTOPOL, CALIFORNIA
CEL #40-06124PW
PRICING**

Basis of Charges. The proposed unit rates will be in effect through December 31, 2018. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day	Time and One-Half
Work over 12 Hours, Monday through Friday	Double Time
Work on Saturdays	Time and One-Half
Work over 8 Hours on Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$12.50 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$80.00/Trip
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
Technician with Nuclear Gauge	Portal-to-Portal
Final Affidavit (per permit number) (request six working days advanced notice)	\$400.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	7% of Fees
Credit Card Payment of Fees	2.5% Premium
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.60/Mile
Per-Diem, including lodging	\$120.00/Day

QUANTITY DISCLAIMER:

This quote outlined herein was based on the following sources:

- Hillcrest MS structural drawings prepared by ZFA Structural Engineers, dated February 21, 2018;
- Hillcrest MS DSA 103, dated February 21, 2018;

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein.

It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered.

In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime.

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SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

Mix Review

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

Sample, Tag and Test Reinforcing Steel

Prior to fabrication of the steel, we will make a visit to the reinforcing steel supplier and collect mill certificates and sample reinforcing steel from the unbroken bundles. Testing will be as per American Society for Testing and Materials (ASTM) A615. Once the steel is ready for shipment, we will make another trip to the supplier and inspect to determine the steel has identical heat numbers to that already tested, and tag the steel so that it may be shipped to the job site.

Batch Plant Inspection

Our inspector will periodically check for batch weights, moisture content of aggregates, proper use of admixtures, and batching procedures.

Reinforcing Steel Placement

Will be performed by the Inspector of Record (IOR).

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

Our inspector will be on-site to perform casting of (4x8) concrete cylinders for compression testing at a frequency of five cylinders for every 50 cubic yards placed.

Concrete Compression Testing

We will transport all samples to our laboratory for compression testing in strict accordance with ASTM requirements. Compression test reports will be distributed to the appropriate parties.

MISCELLANEOUS STEEL WELDING

Shop Inspection

- Material identification and mill certificate review;
- Pre-qualification of welders and procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, full penetration welds, and reinforcing steel welding.

Field Inspection

- Pre-qualification of welders and procedures;
- Visual inspection of all welds;
- Torque testing of high-strength bolts using a calibrated torque wrench;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of reinforcing steel welds, multi-pass fillet welds, and full penetration welds.

Scope of Services (cont'd)

POST-INSTALLED ANCHORS

As required, we will perform visual examination of dowel/anchor placement to determine dowel/anchor holes are clean, of the proper depth and diameter, and installed as specified by the manufacturer. In addition, we will perform proofload testing of the epoxy dowels/anchors at the percentage defined by the plans and specifications.

NOTE: These estimates assume that adequate access will be provided for performing the work at maximum production, i.e., scaffolding. Should any dowel/anchor fail, additional tests will be required per plans.

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ALTERNATE SCOPE OF SERVICES

GEOTECHNICAL ENGINEER OF RECORD SERVICES

Our estimate is based on CEL assuming the role of project Geotechnical Engineer of Record (GEOR) for the project. CEL will perform field report quality control, and regular electronic submittals of final-version Daily Field Reports (DFRs). CEL will also provide applicable mix design review, submittal reviews, responses to contractor RFIs, geotechnical field and office consultations, and as-needed supplemental geotechnical/pavement engineering typically provided by the GEOR. A geotechnical staff engineer will also provide field observation for confirmation of supporting materials for foundation elements such as retaining wall foundations and light pole pier excavations. A final geotechnical construction services report (i.e., geotechnical affidavit, separate from special inspection and materials testing final affidavit) will be prepared and submitted at the completion of construction.

FOUNDATION/SOIL TESTING AND OBSERVATION SERVICES

This geotechnical cost estimate represents a total initial budget estimate based from a review of the structural plans furnished to us. Budget hours were estimated based on your request via email, general experience with past projects of similar scope and complexity. Any deviations in final design from the initial design concept may result in corresponding changes to actual project charges.

Actual charges will be on a Time and Materials basis in response to inspection requests from the designated authorized client representative. The final incurred charges on this project may be more or less than the quoted initial estimate. A more refined estimate of field costs can be provided once a site work construction schedule is provided.

Field density testing will be performed by an engineering technician or equivalent certified in the use of a nuclear gauge. The tests will be presented in accordance with ASTM D6938, D2950, and ASTM D1557. Our field services may include performing or measuring the following:

- Wet Density of soil/aggregate
- Moisture content of soil/aggregate
- Dry Density of soil/aggregate
- Percent Compaction as referenced to appropriate lab reference maximum density compaction test
- Observation and density testing of placed and compacted asphalt concrete

General observations regarding the type of compaction equipment and earthwork observation will be contained in our field reports, however this is intended for informational purposes only and they do not constitute final engineering opinions. The summary documents as well as any supplemental letters reviewed and signed by our registered engineers are the only engineering opinions that should be relied on.

Laboratory testing would include the following as appropriate to the project:

- Modified Proctor Compaction tests (D1557)
- Sieve Analysis, Plasticity Index (Optional)

CONTRACT TERMS AND CONDITIONS

- I. **FEES:** The estimated contract price is based on the best information made available to CEL at the time the estimate was performed. If subcontractors perform more quickly than scheduled, Client will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, Client may receive a resulting increase in costs for testing. Client recognizes that the additional services rendered herein under this Proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein. Fees for CEL's services will be billed on a time and expenses basis at the unit rates quoted and CEL shall submit biweekly invoices for services rendered and for reimbursable expenses incurred. Invoices are due within 30 days from receipt. Past due invoices are subject to a finance charge of 1% per month or the maximum rate permitted by law.
- II. **FINAL AFFIDAVIT:** The first invoice from CEL shall include the estimated cost to prepare the Final Inspection Report. However, the Final Inspection Report will not be issued until the sixth working day following the request for the Final Inspection Report by Client's authorized representative. Additionally, as a condition precedent to release of the Final Inspection Report, Client shall have paid in full for all services performed by CEL pursuant to this Agreement.
- III. **INSPECTION:** Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor, subcontractors, or materialmen in any way from their obligations and responsibilities under the construction contracts. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite of any party other than CEL employees.
- IV. **STANDARD OF CARE:** In providing services under this agreement, CEL shall exercise that degree of skill and care ordinarily used by other reputable members of CEL's profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require CEL to meet any higher standard and this paragraph shall control over any such contrary provision. CEL makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice. CEL will provide only those services that, in the opinion of CEL, lie within the technical and professional areas of expertise of CEL as set forth herein and which CEL is adequately staffed and equipped to perform. Client shall request in writing if Client desires CEL to provide services outside of the scope of services described herein. CEL shall advise Client of any services that lie outside the technical and professional expertise of CEL.
- V. **LIABILITY:** In recognition of the relative risks of the Client and CEL on the Project, Client agrees, to the maximum extent permitted by law, that CEL's liability to Client and any third party, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to CEL or \$25,000, whichever is greater. Client agrees to compensate CEL at its standard hourly rates in the event CEL is requested to perform services in connection with litigation, claims or disputes arising out of this project or in the event CEL, its agents or employees are subpoenaed or otherwise compelled to participate in litigation, claims or disputes arising out of this project. CEL shall not be responsible for acts and/or omissions of any party or parties involved in the design of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the Agreement documents, or in accordance with recommendations contained in any correspondence or written recommendations issued to CEL.
- VI. **LITIGATION:** In case of any dispute, claim, question, or disagreement arising out of or relating to this Contract or the breach thereof, the parties hereto shall use all reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Client and CEL agree to continue to perform their obligations under this Contract during the good faith resolution of such a dispute, claim, question, or disagreement. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Contract or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition such other relief as may be granted, to reasonable attorneys' fees and costs. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code section 1717.
- VII. **STATE PREVAILING WAGE:** It shall be Client's sole responsibility to notify CEL of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if CEL is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. In addition, in the event notification is not given to CEL, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon CEL for any failure to comply with the prevailing wage laws.

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Contract Terms and Conditions (cont'd)

- VIII. CLIENT'S RESPONSIBILITIES:** Client or Client's authorized representatives will promptly and timely provide CEL with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information for the proper performance of CEL pursuant to this Contract. Client agrees that CEL has been engaged to provide technical professional services only, and that CEL does not owe a fiduciary responsibility to Client. Client shall secure and maintain throughout the full period of this Contract, sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Contract. CEL shall not be responsible for any errors and/or omissions in the performance of CEL's work or services rendered resulting from Client's failure to provide CEL with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CEL. Client or Client's authorized representatives will give a minimum of 24 hours notification for all dispatch requests. Cancellations received on the day of inspection are subject to a 2-hour show-up charge.
- IX. HAZARDOUS MATERIALS REQUIREMENT:** If hazardous materials are encountered by CEL's employees on Client's project site resulting in the need for specialized training or certifications as required by State and Federal agencies in order for CEL's inspection personnel to perform their duties, then all related costs for such specific training, including class time, will be billed to Client with a 15% markup. Personnel time for necessary training classes will be billed at the hourly rate quoted herein.
- X. CREDIT CARD PAYMENTS:** Credit card payments will be charged a convenience fee of 2.5% of the total invoice amount.
- XI. ADDITIONAL SERVICES:** Should additional services be requested that are not included in CEL's proposed scope of services, CEL will provide these services at the unit rates listed in our published 2018 Fee Schedule.
- XII. ACCOUNTS PAYABLE SYSTEMS:** This proposal does not assume the requirement to enter into an accounts payable system, such as Textura, and should it be required, any fee associated with that shall be considered a reimbursable expense and shall be charged to the client.
- XIII. ACCEPTANCE OF CONTRACT:** This Contract is subject to acceptance only of the terms and conditions stated herein. Any additional or different terms and conditions proposed by Client are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by CEL. There shall be no contract except upon the terms and conditions provided herein. By directing CEL to commence performance, after your receipt of this Contract, you agree to comply with all the terms and conditions set forth herein. This Contract contains the entire and integrated agreement between Client and CEL and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract cannot be amended or modified except by a written addendum, executed by each of the parties hereto. This Contract shall be interpreted and enforced in accordance with the laws of the State of California.
- XIV. BASIS OF CHARGES:** The proposed unit rates will be in effect through December 31, 2018. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day	Time and One-Half
Work over 12 Hours, Monday through Friday	Double Time
Work on Saturdays	Time and One-Half
Work over 8 Hours on Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$12.50 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$90.00/Trip
Laboratory Testing -- Rush Fee	Add 50% to Testing Cost
Technician with Nuclear Gauge	Portal-to-Portal
Final Affidavit (per permit number) (request six working days advanced notice)	\$400.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	7% of Fees
Credit Card Payment of Fees	2.5% Premium
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.60/Mile
Per-Diem, including lodging	\$120.00/Day

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Laboratory Qualifications

Laboratory Name:Consolidated Engineering Laboratories

Address:7757 Bell Road

City:Windsor

Zip:95492

Phone:(707) 838-1113

Acceptance/Renewal Date: 07/11/2017

Expiration Date: 07/11/2021

Engineering Manager (EM): James Powers

NDT Level III Administrator:

Email: jp@ce-labs.com

Laboratory Supervisor(s): Virgil Garner

Field Supervisor(s): Cliff Lowe

Structural Test Qualifications

- Soils
- Concrete
- Structural Steel
- Aggregates
- Shotcrete
- High Strength Bolts
- Reinforcing Steel
- Structural Masonry
- Non Destructive (NDT)
- Post Installed Anchors
- Other

Special Inspection Qualifications

- Earthwork
- Shotcrete
- High Strength Bolting
- Reinforced Concrete
- Structural Masonry
- Spray-Applied Fireproofing
- Prestressed Concrete
- Structural Welding
- Batch Plant (Continuous)
- Post Installed Anchors
- Other

DGS Links

- [DGS Home](#)
- [DSA Home](#)
- [DSA News & Events](#)

Tracker Links

Materials Testing Lab's

- [Home](#)

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PROJECT NO. 8027.06

ENGINEERING SERVICE AGREEMENT for Construction Test/Inspection Services

Gravenstein Union School District, referred to as "CLIENT", requests, and LACO Associates, referred to as "LACO", agree to provide Construction Test/Inspection services for the following project.

Project Name: Gravenstein ES Phase 3 Multi-Use Modernization & Improvements – Anchor Inspections

Project Location: 3840 Twigg Avenue Sebastopol, California

Description of Scope and Services to Be Provided

- See proposal letter dated May 3, 2018

Estimated Date of Completion

- December 31, 2018

**Estimated date of completion is contingent on when we receive the signed agreement.*

Prevailing Wage rates **do** apply to this project.

Payment Terms: Net 30

CLIENT agrees to pay at the hourly rates and to pay all other costs for the work or portion of work performed as set forth in the "SCHEDULE OF RATES" attached and made a part of this Agreement. These rates are subject to periodic revision, of which written advance notice will be provided. The time and material based estimated fee is: **\$4,760.**

A retainer of **\$waived**, 50% of the estimated fee, to be applied to the FINAL invoice, must accompany signed agreement.

This agreement includes the following attachments: GENERAL CONDITIONS, labeled GEN2007, Schedule of Rates, and others (if any) noted above.

This agreement is entered on this day, May 3, 2018, in Santa Rosa, Sonoma County, California.

SIGNED _____

LACO Associates
 3450 Regional Parkway, STE B2
 Santa Rosa, CA 95403
 (707) 525-1222
 (707) 443-0553 FX
Principal: Rodney L Wilburn
PM: Edward H. Crump

SIGNED _____

PRINTED _____

DATE _____

CLIENT: Gravenstein Union School District

ADDRESS: 3840 Twigg Avenue

Sebastopol, CA 95471

PHONE:

FAX:

EMAIL:

Received on Retainer _____

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GENERAL CONDITIONS

LACO will perform only those services outlined in the agreed scope of work, except that CLIENT and LACO may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

CLIENT has relied on LACO's judgement in establishing the workscope and fee for this project, given the project's nature and risks. CLIENT shall, therefore, rely on LACO's judgement as to the continued adequacy of this Agreement in light of occurrences or discoveries not originally contemplated or known. Should LACO call for contract renegotiation, LACO shall identify the changed conditions which, in LACO's judgement, make such renegotiation necessary, and LACO and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to help permit LACO to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that LACO has an absolute right to terminate this Agreement.

LACO agrees to strive to perform the services set forth in this Agreement in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. LACO's services shall not be subject to any expressed or implied warranties whatsoever.

Invoices may be submitted to CLIENT as frequently as every four (4) weeks and/or upon completion of the work and are due and payable when presented. All accounts not paid in full within agreed payment terms will include a late payment charge from the date of the invoice, at the rate of 1.5% per month. If legal action is instituted on this account, the prevailing party shall be awarded such attorney's fees and other costs as the Court may adjudge to be reasonable. The CLIENT acknowledges the requirements of reporting cash payments for services that exceed \$10,000 under federal law. Generally, any person, as defined, in a trade or business who receives more than \$10,000 in cash in a single transaction or in related transactions must file a Form 8300 with the Internal Revenue Service. CLIENT understands that if such payment(s) are made to LACO, a Form 8300 will have to be submitted by LACO.

If CLIENT for any reason fails to pay the undisputed portion of LACO's invoices fifteen (15) days after invoice due date, LACO has the right to cease work on the project, and CLIENT agrees to waive any claim against LACO for cessation of services, and shall defend and indemnify LACO from and against any claims for injury or loss stemming from LACO's cessation of service. CLIENT agrees to also pay LACO the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT agrees to also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify LACO within ten (10) days of receipt of the bill in question, and CLIENT and LACO shall work together to resolve the matter within sixty (60) days of its being called to the attention of LACO. If resolution of the matter is not attained within sixty (60) days, either party may terminate this Agreement in accordance with condition contained herein.

In recognition of the inherent risk of claims associated with the services to be provided and in consideration of our Agreement to perform these services, CLIENT agrees to limit LACO's liability for CLIENT and any third parties arising from LACO's professional acts, errors or omissions, such that the total aggregate liability of engineer to all those named shall not exceed \$20,000 or LACO's total fee for services rendered on this project, whichever is greater. (If CLIENT wishes to discuss higher limits and charges involved, he should speak with LACO.) CLIENT further agrees to require of any contractors or subcontractors an identical limitation of LACO's liability for damages suffered by the contractor or subcontractor arising from LACO's professional acts, errors, or omissions. Neither the contractor, nor any of his subcontractors assumes any liability for damages to others which may arise on account of LACO's professional acts, errors or omissions except as otherwise stipulated herein. Limitations on liability and indemnities in this Agreement are business understandings between the parties, voluntarily and knowingly entered into, and shall apply to all theories of recovery, including but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence.

Both CLIENT and LACO agree that, to the extent allowed by law, they will not be liable to each other for special, indirect, or consequential damages arising out of or related to this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

By this Agreement, LACO specifically excludes, disclaims and is discharged from any responsibility or liability for all direct or indirect loss or harm resulting from the presence, failure to discover, interception, escape or discharge of hazardous or toxic materials of any kind, including the contamination of soil, water, air or other property as a result thereof. This exclusion included, but is not limited to, exploration, testing, analysis, or recommendations by LACO.

LACO's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that LACO will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless LACO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by LACO's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

CLIENT waives any claim against LACO and agrees to defend, indemnify and hold LACO harmless for injury or loss which may arise as a result of (1) alleged cross-contamination of aquifers caused by sampling, (2) release of pollutants to the environment, (3) drill cuttings, fluids or other presumed hazardous materials being left on-site after containerization by LACO, (4) containing, labeling, transporting, testing, storing, or other handling of contaminated samples, (5) any work, error, omission or negligent act performed by contractors or others not under complete and direct supervision by LACO for the specific task required.

Gravenstein: ES Phase 3 Multi-Use Testing Inspections

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Initials: LACO _____ CLIENT _____
GEN2007

CLIENT is responsible for accurately delineating the locations of all underground structures and utilities. LACO will take reasonable precautions to avoid known subterranean structures, and CLIENT agrees to defend, indemnify and hold LACO harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located.

In the absence of special arrangements, all uncontaminated samples of soil or rocks will be disposed of by LACO sixty (60) days after submission of our report. Soil, water, rock and/or other waste materials generated during work on the project site shall remain the sole property and responsibility of CLIENT. It is CLIENT's sole responsibility to arrange for lawful disposal of all waste materials. Soil, water, rock and/or other waste materials generated during LACO's work efforts on behalf of the CLIENT which may be contaminated with hazardous or toxic materials or potentially hazardous or toxic materials will be containerized on the site in approved containers at such times as they may be generated. Such materials may be required by law to be characterized and disposed of within a limited time frame. Arranging for disposal of hazardous or toxic materials or potentially hazardous or toxic materials is specifically excluded from the scope of LACO's services. Upon written request from the CLIENT, LACO may assist in coordinating or facilitating lawful disposal procedures by an appropriately-licensed contractor employed by the CLIENT. Regardless of any coordination or facilitation of disposal of hazardous or toxic materials or potentially hazardous or toxic materials by LACO on behalf of the CLIENT, CLIENT agrees to indemnify and hold harmless LACO from any claim of liability for injury, loss or environmental damage, including cost of defense, arising from any disposal of hazardous or toxic materials or potentially hazardous or toxic materials.

LACO and CLIENT agree that discovery of unanticipated hazardous or toxic materials constitutes a changed condition mandating renegotiation or termination of services. LACO agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous or toxic materials be encountered. CLIENT agrees to make any disclosures required by law to the appropriate governmental agencies. CLIENT and LACO also agree that discovery of hazardous materials may make it necessary for LACO to take immediate action to protect health and safety. CLIENT agrees to compensate LACO for all costs required for such action and other costs incident to such unanticipated discovery of hazardous or toxic materials.

CLIENT agrees that construction contractors, subcontractors or others not affiliated with LACO are solely responsible for safety at and near the project site. LACO will have no responsibility or liability for methods of work performance, supervision including selection of equipment, selection or direction of contractor's employees, or sequencing of construction other than that done by LACO's own employees. LACO will not be responsible for excavation safety, temporary slopes, shoring, underpinning, dewatering, or other construction activities of the contractor(s) and subcontractor(s).

Unless otherwise agreed, CLIENT will furnish right-of-entry on land for planned field operations. CLIENT will notify any and all possessors of the project site the CLIENT has granted LACO free access to the site. LACO will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in the proposal or scope of work.

All documents, reports, boring logs, field and survey notes, tracings, and other documents prepared by LACO as instruments of service shall remain the property of LACO. All designs, information, reports, or recommendations prepared or issued by LACO are for the sole use of the CLIENT for the specific project for which they are prepared. CLIENT agrees not to provide such materials to any person or organization unless the person or organization agrees in writing to be bound by the conditions of this Agreement. CLIENT agrees to save and hold LACO harmless from any liability arising from any use made by CLIENT or any other party outside the intent of this Agreement.

All claims, disputes, and other matters in controversy between LACO and CLIENT arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent that CLIENT and LACO have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedures are set forth in this Agreement, then it shall be understood that the parties will submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (1) the claim will be brought and tried in the judicial jurisdiction of the Court of the county where LACO's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

This Agreement may be terminated by either party upon ten (10) days written notice by certified mail, return receipt requested. If CLIENT elects to terminate this Agreement, CLIENT will be responsible for all charges, as computed under this Agreement, for work performed by LACO through the tenth day after mailing of the notice of termination.

The laws of the State of California will govern the validity of the terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.



May 3, 2018

8027.06

Gravenstein Union School District
3840 Twig Avenue
Sebastopol, California 95472

Attention: Jennifer Schwinn

Subject: Proposal for Special Inspection and Materials Testing Services
Gravenstein Elementary School Phase 3 Multi-Use Modernization & Improvements
3840 Twig Avenue, Sebastopol, California
DSA File No. 49-39; DSA App. No. 01-117131

Dear Jennifer:

LACO Associates (LACO) is pleased to present this proposal to provide Special Inspection and Materials Testing services for the planned multi-use improvement project at Gravenstein Elementary School, located in Sebastopol, California. In preparation of this proposal, we have reviewed plans and specifications prepared by AXIA Architects dated February 27, 2018, and reviewed DSA Form 103.

PROJECT DESCRIPTION

Based on our review of project plans, we understand that the multi-use improvements are planned for food service, platform access, restrooms, utilities, and mechanical equipment. Improvement plans also include exterior re-roofing and flashing as well as equipment replacement. Construction elements that will require special inspection and materials testing services include post-installed anchors.

SCOPE OF SERVICES

We will observe the placement of post-installed anchors. In addition, we can perform load- and/or torque-testing of post-installed anchors, as required by the Inspector of Record (IOR).

We will provide the services of qualified and certified technicians to perform the work described above on an as-requested basis. We should be notified at least 24 hours in advance to adequately schedule our services. Any workmanship or product discrepancies with construction elements that we are requested to observe and/or test will be brought to the immediate attention of the IOR and contractor(s). Field reports and laboratory test results will be forwarded to the Architect, DSA, IOR, and Structural Engineer. Reports will be uploaded to the DSA Box on a regular basis. Upon completion of the project, we will prepare final affidavits for similar distribution.

COST EVALUATION

LACO will provide the services of our Special Inspectors on a time-and-materials basis **with no minimum charges** at a rate of \$115 per hour. Other charges will be in accordance with our Schedule of Rates (attached). Accordingly, based on our review of project documents and experience with similar projects, we recommend that an estimated budget of **\$4,760** be established for our services on this project, as detailed in the table on the following page:

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

SPECIAL INSPECTION AND MATERIAL TESTING	HOURS	VISITS	APPROXIMATE RATE	COST
Post installed anchor load/torque tests	4	8	\$115	\$3,680
Vehicle charges (\$32.50 per half day)	-	-	-	\$260
Professional engineering/management	4	-	\$165	\$660
Reporting clerical	2	-	\$80	\$160
Total				\$4,760

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised that the actual construction schedule and progress of individual contractors controls the number of site visits needed for observation and testing and that our total fees may vary from our budget estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates. However, we will not exceed the contract budget without the owner's prior authorization.

SPECIAL CONDITIONS AND / OR ASSUMPTIONS

- LACO understands that this project qualifies as prevailing wage as set forth by California Department of Industrial Relations.
- The actual sequencing of work by the contractor has the potential to significantly change the final cost of the services LACO will provide for this project. Costs could be reduced or increased depending on contractor performance.
- Each site visit represents a typical site visit, portal to portal, inclusive of labor, vehicle charges, and equipment charges.
- LACO will rely on others (owner or contractor authorized representative) to coordinate the total number of site visits needed to meet the quality assurance and testing requirements of the project.
- Material testing or observation performed by LACO shall not be relied upon as acceptance of the work, and in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.
- LACO requests CLIENT or CLIENT representative assist in providing safe access during on-site visits to facilitate required field testing and sampling.

Thank you for considering our services. If this proposal is acceptable, please sign and date the first page of the attached Engineering Service Agreement and initial each page of the General Conditions.

Gravenstein ES Phase 3 Multi-Use Modernization & Improvements
3840 Twig Avenue, Sebastopol, California
Gravenstein Union School District; LACO Project No. 8027.06
May 3, 2018
Page 3

We look forward to working with you on this project. Please call us directly at (707) 525-1222 should you have questions.

Sincerely,
LACO Associates



Edward Crump, PE
Senior Civil Engineer

Attachment: Engineering Service Agreement

EHC

P:\8000\8027 Gravenstein Union School District\8027.06 ES Phase 3 Multi-Use Testing Inspections\02 Service Agreements\Draft & Unsigned Agreements\Gravenstein ES MUR TI Proposal.doc



SCHEDULE OF RATES

HOURLY RATES

Table listing hourly rates for various professional and technical roles such as Principal Professional, Project Manager, Senior Professional, Staff Professional, Assistant Professional, Junior Professional, Senior Drafter/Designer, Drafter/Designer, Senior Technician, Technician, Special Technician Groups, Special Consultants, Senior Geotechnical Engineer, Court Appearance/Depositions, Licensed Surveyor, One-Man Survey, Two-Man Survey Party, Three-Man Survey Party, Certified Public Accountant, Project Administrator/Coordinator, and Clerical.

*"Professional" may apply to Engineer, Geologist, Planner, Architect, Environmental Scientist, or other specialties

NOTES

- 1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. In accordance with State labor laws, prevailing wage rates may be required on State or Federally funded projects. These rates apply to survey party chief, rodman, chainman, soils field tester, and materials field tester. The hourly rate differential is \$25 to \$35 dollars per hour per person depending on project location and labor classification. The differential will be added to the above hourly rates.
3. Outside services will be performed at Cost plus 15%.
4. Subsistence will be calculated at Actual Cost plus 15% or agreed per diem rates.
5. All travel time will be charged at the regular hourly rates unless other written arrangements are made.

TRANSPORTATION

Table listing transportation costs: Automobile and pickup (Trip charge per day, Minimum charge, vehicle, Over 80 miles) and Other transportation, air travel, etc.

MATERIALS

Table listing material costs: Survey hubs, stakes, lath, or guineas; Survey markers, plain iron pipe; Plan copies per sheet (11x17, 24x36) in black & white and color; All other materials or printing.

- * Minimum charge of 1/2-day on all equipment billed on daily basis
** Plus Technician Rate

300

Initials: LACO CLIENT



RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Eureka, California. Sample pick_up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136.....	\$100.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$55.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136.....	\$60.00
103.	Finer than #200, ASTM C-117	\$55.00
104.	Particle Size Analysis, ASTM D-422***	\$90.00
105.	Cleanness Value, Caltrans 227	\$75.00
106.	Sample Preparation	\$35.00
107.	USDA Textural Suitability Analysis (per point)***	\$50.00
108.	Bulk Density, Leachfield System Suitability	\$35.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318***	\$110.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419	\$70.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$70.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128	\$80.00
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$155.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718.....	\$180.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40.....	\$75.00
117.	Moisture Content of Soils In Place, ASTM D-2216.....	\$15.00
118.	Density of Soils In Place, ASTM 2937	\$30.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821	\$100.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744.....	\$75.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744	\$75.00
122.	RH Meter.....	\$65.00
123.	Unconfined Compressive Strength	\$80.00
124.	CBR Soils Test with Compaction	\$550.00
125.	Consolidation, 3" dia., ASTM D-2435***	\$280.00
127.	Direct Shear, ASTM D-3080 (3 points)	\$275.00
128.	Direct Shear, ASTM D-3080 (per additional point)	\$55.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829***	\$150.00
131.	Pocket Penetrometer.....	\$10.00
135.	Unit Weight, ASTM C-29.....	\$70.00
139.	CBR Soils Test Without Compaction	\$350.00

For other testing not listed, please inquire.

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39.....	\$25.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39.....	\$20.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153.	Disposable Concrete Molds	(each) \$3.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment.....	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars).....	(per test) \$250.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUs and AC, 4-inch core **.....	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496	(per test) \$90.00
164.	Voltage Meter.....	(per day) \$35.00

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LACO

C. SPECIAL EQUIPMENT

258.	Coating Thickness Gauge	(per Day) \$25.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**	(per day) \$75.00
333.	Load Cell **	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day) \$100.00
450.	Field Lab Analysis (Hanby)	(per test) \$25.00
332.	Turbidity Meter *	(per day) \$40.00
352.	Dissolved Oxygen Meter *	(per day) \$40.00
245.	pH/T/K Meter *	(per day) \$40.00
247.	Water Level Meter	(per day) \$25.00
321.	Bladder Pump/2" Submersible Pump *	(per day) \$45.00
224.	Cam/Portable Pump (12-volt)	(per well) \$5.00
336.	Pressure Washer *	(per day) \$45.00
323.	Steam Cleaner *	(per day) \$75.00
456.	Rotary Hammer Boring System	(per boring) \$25.00
452.	Hydro Punch	(per sample) \$30.00
454.	Continuous Core Sampler	(per foot) \$5.00
249.	Generator *	(per day) \$40.00
244.	4-Channel Datalogger *	(per day) \$115.00
354.	Hand Auger *	(per day) \$25.00
22.	Traffic Control Cones (25) *	(per day) \$8.00
31.	Barricade *	(per day) \$5.00
23.	Passive Skimmer (1 liter)	(per week) \$15.00
24.	Electric Skimmer	(per week) \$125.00
326.	Submersible Pump *	(per day) \$45.00
322.	Centrifugal Pump *	(per day) \$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	(per day) \$90.00
661.	Calcium Chloride Kits	(each) \$25.00
*	Minimum charge of 1/2-day on all equipment billed on daily basis	
**	Plus Technician Rate	
***	Sample preparation not included	

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Laboratory Qualifications

Laboratory Name:LACO Associates

Address:3325 Regional Parkway, Suite 8

City:Santa Rosa

Zip:95403

Phone:(707) 462-0222

Acceptance/Renewal Date: 07/02/2016

Expiration Date: 07/02/2020

Engineering Manager (EM): Edward Crump

NDT Level III Administrator:

Email: crumpe@lacoassociates.com

Laboratory Supervisor(s): Bruce Coats

Field Supervisor(s): Nathan Burton

Structural Test Qualifications

- Soils
- Aggregates
- Reinforcing Steel
- Post Installed Anchors
- Concrete
- Shotcrete
- Structural Masonry
- Other
- Structural Steel
- High Strength Bolts
- Non Destructive (NDT)

Special Inspection Qualifications

- Earthwork
- Reinforced Concrete
- Prestressed Concrete
- Post Installed Anchors
- Shotcrete
- Structural Masonry
- Structural Welding
- Other
- High Strength Bolting
- Spray-Applied Fireproofing
- Batch Plant (Continuous)

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Tracker Links

Materials Testing Lab's

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May 3, 2018

Gravenstein Elementary School Phase 3 Multi-Use Modernizations Improvements

SPECIAL TESTING & INSPECTION SERVICES



Prepared By:



3526 Breakwater Court | Hayward, CA 94545
Tel: 510.887.8484 | Fax: 510.259.1068

303



May 3, 2018

Prepared for:

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

c/o:

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

Email: dweigl@axiaarchitects.com

Subject: Proposal to Provide Special Testing & Inspection Services
Gravenstein Elementary School Phase 3 Multi-Use Modernization and Improvements
3840 Twig Avenue, Sebastopol, CA

Legal Business Name: Signet Testing Laboratories, Inc.

Address: 3526 Breakwater Court, Hayward, CA 94545

Dear Drew and District Staff,

Signet Testing Laboratories, Inc. (Signet) is pleased to present our proposal to AXIA Architects and Gravenstein Union School District (District) to provide special testing & inspections services for the Gravenstein Elementary School Phase 3 Multi-Use Modernization and Improvements Project located in Sebastopol, California. With our extensive background and expertise managing similar DSA projects we will provide superior support and service throughout the duration of this assignment.

We are pleased to present our project management approach to participate as your inspection team during construction of the project. We have summarized several areas of our qualifications that will demonstrate our project understanding and approach for this project:

- Signet has been a leader in Materials Testing and Inspections Services in the State of California for 50 years and maintains a DSA certification for special inspection and testing services (LEA #059).
- Signet maintains a fully equipped 14,000-square-foot soils/geotechnical, concrete and asphalt testing laboratory in Hayward, California. This facility is reviewed by DSA, AMRL, CCRL and accredited/certified by both AASHTO, USACE and Caltrans.
- We have refined our approach through extensive DSA experience for a multitude of K-12 Districts and Community Colleges including recent work with Ross Valley School District, West Sonoma County Union School District, Kentfield School District, New Haven USD, San Lorenzo USD, Hayward USD, Tamalpais USD, and West Contra Costa USD.
- Our commitment to safety is proven by our record of 6 years working without a lost time case (+1.5 million exposure hours).

3526 Breakwater Ct., Hayward, CA 94545
Tel: 510.887.8484 | Fax: 510.259.1068

www.signettesting.com

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Signet is subject and signatory to agreements with the Union of Operating Engineers Local 3 (OE3) under The American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) covering inspection and testing personnel. Field services will be billed at increments of 4 hours. Professional staff is billed in hourly increments. Services in excess of 8 hours per day (Monday through Friday, excluding Holidays) and the first 8 hours on Saturdays are billed at 1.5 times the appropriate rate. Services over 12 hours per day (Monday through Friday), over 8 hours on Saturdays, on Sundays and on holidays are billed at 2 times the appropriate rate. Field services are billed on a time-and-expense, portal-to-portal basis from our base of operations. An administration fee of seven percent will be added to all invoices. Equipment, trip, parking and toll charges are additional when applicable. All payments are net-30 days from the date of invoice and are considered past due thereafter. A finance charge of one and a half percent per month service charge (eighteen percent per annum) may be assessed on past due accounts. The rates quoted are valid through June 30, 2018 and are subject to an annual minimum cost-of-living increase of 5.0 percent for services after that date.

Please recognize that the estimate of the total cost for the scope of services described herein is provided in good faith, but is intended as an estimate only. There are many variables that may affect the performance of professional services (including, without limitation, schedule adjustments and conditions in the field, coordination with other trades, field change orders, contractor staffing, weather, materials availability and the like). Construction practices and schedules can vary widely and may impact our estimate. If additional services beyond those specifically included in our scope of services presented above are required, such as project meetings, additional observation and testing, re-inspection, or additional laboratory tests, our fees for those services will be billed on the attached fee schedule.

We are very excited at the opportunity of working with you and your Design/Construction team during the course of this project. Our project personnel are available to meet and discuss your project and our approach in greater detail. Should you have any questions or require additional information, please contact Carla Collins at 510.887.8484.

Respectfully Submitted,

SIGNET TESTING LABORATORIES, INC.



Carla Collins
Vice President



Raj Prakash
Business Development/Project Manager

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Section 1

Firm Qualifications



Firm Overview

Signet Testing Laboratories, Inc. (Signet), a Delaware Corporation, is a wholly-owned subsidiary of United Engineering Resources, Inc. (UER). With a principal office in Hayward, California, Signet has maintained a reputation for professional excellence and providing quality special inspection and testing services throughout California for over 50 years. We have assembled a team of proven, qualified and diverse staff with unparalleled experience in our discipline and have consistently provided high-quality services on thousands of projects ranging from K-12 and higher education campuses to commercial and industrial, water treatment facilities, roadways and bridges, and high-rise buildings.

Signet facilities are reviewed by the Division of the State Architect (DSA), Cement and Concrete Reference Laboratories (CCRL), accredited by American Association of State Highway and Transportation Officials (AASHTO), and certified by Caltrans. Signet is also in the Office of Statewide Health Planning and Development (OSHPD) Preapproved Laboratory (OPL) Program (No. OPL-0037-15). Signet maintains a fully-equipped soils/geotechnical, concrete and asphalt testing laboratory.

Signet is subject and/or signatory to one or more agreements with the International Union of Operating Engineers (IOUOE), AFL-CIO covering inspection and testing personnel (the "Labor Agreement"). Working conditions and hours will be enforced in accordance with the applicable Labor Agreement.

Firm Name: Signet Testing Laboratories, Inc.

Years in Business: 50+ years | *Date Established:* 1966

Office & Laboratory Location:
3526 Breakwater Court | Hayward, CA 94545

Telephone: 510.887.8484 | *Fax:* 510.259.1068

Firm Contact: Carla Collins, Vice President
510.887.8484 | ccollins@signettesting.com

Website: www.signettesting.com

Federal Tax I.D. Number: 94-3297332

Type of Organization: Corporation

Total Local Employees: 60

Employees by Classification:

Executives/Managers: 3

Licensed Professional Engineers: 2

Licensed Field/Laboratory Professionals: 45

Office Professionals: 10

Primary Business Types

Special Inspections

- Reinforced Concrete
- Structural Masonry & Steel Welding
- Spray-Applied Fireproofing
- Roofing/Waterproofing
- Fabrication Shop/Batch Plant Inspection
- Materials Verification & Sampling
- Prestressed/Post-tensioned Concrete, Shotcrete

Field Services

- Mechanical Inspection
- Electrical Inspection
- Asphalt Pavement Testing
- Seismic/Investigative Analysis

Soil/Aggregate Properties

- Field Compaction Testing
- Backfill Monitoring
- ASTM Laboratory Tests & CTM Test Methods

Special Testing

- Proofload/Pull Testing
- Torque Testing of Anchors
- Full-Service Materials & Concrete Lab
- Non-Destructive Testing

Special Services Offered

- Structural Mockups/Investigations
- Expert Witness/Consultation
- Strain Gauge Instrumentation
- Failure Analysis/Investigation

Geotechnical Services

- Soil Compaction Observations & Testing
- Soil Mechanics Laboratory
- Sieve Analysis
- Materials Reports
- R-Value Determinations
- Soils Classifications
- Laboratory Analysis
- Permeability Evaluations
- Soils Percolation Testing

Engineering Services

- Mix Design Reviews
- Concrete Trial Batches
- Submittal Review Services
- Lab Affidavits

Market Areas

Educational Facilities

- K-12 Public & Private Schools
- Community Colleges
- Universities

Civic Facilities

- Community Centers
- Government Buildings & Facilities
- Libraries
- Sports Areas

Healthcare

- In-Patient
- Out-Patient

Infrastructure

- Transportation
 - Aviation
 - Bridges
 - Levees
 - Roadways & Highways
 - Ports
 - Rail
- Utility
 - Power
 - Water

Commercial Facilities

- Hospitality
- Mixed-Use
- Offices
- Plazas
- Retail
- Industrial

Specialty/Other

- Historic Preservation
- Religious Facilities
- Parking Structures

Our team of professional engineers, inspection staff, and materials testing technicians offer the unique level of quality assurance experience necessary to support the implementation, execution and final sign-off of all materials testing and special inspection activities. We have successfully proven the ability to manage and communicate between various team members; including the City/County's engineers, design team, contractor and subcontractors.



Laboratory Overview

Our 14,000-square-foot facility is equipped to provide testing services on a wide array of construction materials, including asphalt concrete, portland cement concrete, masonry, reinforcing and structural steel as well as soils and aggregates. We also maintain a dedicated geotechnical laboratory designed to support projects of all sizes with a variety of technical requirements. Our laboratory routinely supports projects with complex material analysis and is capable of supporting many large scale projects simultaneously. Our laboratory facilities maintain accreditation through CCRL, AASHTO, Caltrans, USACE, OSHPD, and DSA (Laboratory Evaluation and Acceptance Program [LEA] 059, Expiration July 11, 2019). Our Laboratory Manager, Osama El-Fiky, is a California Professional Engineer (license number is 60546) and a California Professional Geotechnical Engineer (license number is 2803).



Our Technical Resource Center is highly recognized as a soils and physical materials testing laboratory by renowned agencies in the industry. It is staffed by seasoned laboratory professionals and supported by our Principal Engineers and senior staff members. All our laboratories have dedicated full-time staff and a lab manager.

Certifications & Standards

Our field and laboratory personnel are dedicated performers who have proven their abilities through successfully completing certification programs sponsored by the following organizations:



As part of our quality system and industry standards, our laboratory is regularly audited by outside parties. These organizations verify all of our equipment, training and procedures are in compliance with the appropriate standards. Our laboratory maintains certifications from the following agencies:



West Sonoma County Union High School District

Sebastopol & Forestville, California



K-12 DSA New Construction & Renovation

The West Sonoma County Union High School District completed modernizations to Analy and El Molino High Schools as well as new construction at Analy High School. Signet provided special inspection and testing services on three of the District's contracts, including:

- Analy and El Molino High School Stadiums Bleacher/ Press Box Structures Modernizations - Minor site improvements, new concrete foundations, and pre-engineering grand stands and press box structures.
- Analy and El Molino High School Stadium Modernization - Utility and storm drain upgrades, major site improvements, new synthetic turf systems, track resurfacing, asphalt concrete paving, new curb, walkway and concrete paving, pre-engineered grand stands and press box structures, minor upgrades to site facilities including concessions, storage facilities and restrooms, as well as new lighting and support poles.
- Analy High School New Band Room - The new building includes the band room, two small offices, two small practice rooms, instrument storage rooms. This project also included adjacent site improvements.

Signet was selected to provide special inspection and material testing services including soils/AC compaction, batch plant, concrete, concrete placement, rebar placement, field and shop welding, high-strength bolting, grout and proof load/torque testing.



Construction Cost: Varied

Owner: West Sonoma County Union High School District

Current Contract Status: Complete (2015-2016)

Successfully Closed w/ DSA

Santa Rosa City School District

Santa Rosa, California



New Construction & Renovation - Modernization Program

Signet provided special inspection and testing services to the Santa Rosa City School District for over 10 years. The district's modernization program included several DSA approved upgrades or replacements of aging district facilities at the following school campuses:

- Piner High School
- Elsie Allen High School
- James Monroe Elementary School
- Lawrence Cook Middle School

Signet provided soils/AC compaction, pile/pier observation, batch plant, DSA masonry, concrete, concrete placement, rebar placement, asphalt, steel/specialty testing, high-strength bolting, spray applied fireproofing and proof load/torque testing services.



Construction Cost: \$145 million

Owner: Santa Rosa City School District

Current Contract Status: Complete (2003-2013)

Successfully Closed w/ DSA



Cotati-Rohnert Park Unified School District

Cotati & Rohnert Park, California



New Construction, Renovation, Stadium - Modernization Program

Signet is providing special inspection and testing services to the Cotati-Rohnert Park USD. The district's modernization program includes several DSA approved upgrades or replacements of aging district facilities at the following school campuses:

- Rancho Cotate High School
- Thomas Page Academy
- Marguerite Hahn Elementary School
- Evergreen Elementary School

Signet was selected to provide special inspection and material testing services including soils/AC compaction, pile/pier observation, batch plant, DSA masonry, concrete, concrete placement, reinforcing steel, asphalt, steel/specialty testing, high-strength bolting, spray applied fireproofing and proof load/torque testing.



Construction Cost: \$35 million

Owner: Cotati-Rohnert Park Unified School District

Current Contract Status: Complete (2015-2016)

Successfully Closed w/ DSA



Hayward Unified School District

Hayward, California



New Construction & Renovation - District Measure I

To improve safety and learning within the district's schools, Measure I involved the construction, reconstruction, rehabilitating or the replacement of deteriorating schools, sports fields and facilities that were designed and approved by the DSA. Schools that were selected as part of this bond measure program included:

- East Ave Elementary
- Fairview Elementary
- Schafer Park Elementary
- Tyrell Elementary
- Martin Luther King, Jr. Middle School

Additional DSA projects outside of the Measure I program included construction, reconstruction or repair of Mt. Eden High School, Hayward High School and Harder Elementary School.



Signet was selected to provide special inspection and material testing services including soils/AC compaction, pile/pier observation, batch plant, DSA masonry, concrete, concrete placement, rebar placement, asphalt, steel/specialty testing, high-strength bolting, spray applied fireproofing and proof load/torque testing.

Construction Cost: \$205 million

Owner: Hayward Unified School District

Current Contract Status: Complete (2010 to 2012)

Successfully Closed w/ DSA



New Haven Unified School District

Union City, CA



K-12 DSA - District Wide Solar & Summer Projects

Signet provided materials testing and inspection services to the New Haven Unified School District on an on-call basis at various locations under their District Wide Solar Program and Summer Projects.

We worked at the following:

- Alvarado Elementary School
- Alvarado Middle School
- Cesar Chavez Middle School
- Decoto/Adult Education
- Delaine Eastin Elementary School
- Guy Elementary School
- District Office



Signet provided special inspection and materials testing services, including geotechnical, soils, cast-in-place concrete, shop welding inspections, field welding inspections and high-strength bolting.

Construction Cost: Varied by Project
Owner: New Haven Unified School District
Current Contract Status: Complete (2016-2017)
Successfully Closed w/ DSA



San Lorenzo Unified School District

San Lorenzo, California



K-12 DSA - Various Projects

Signet provides materials testing and inspection services to the San Lorenzo Unified School District on an on-call basis at various locations since 2010 under Measure E and Measure G bond projects.

We worked on the following projects:

- Corvallis Elementary School Turnarounds/Traffic Safety
- Dayton Elementary School Turnarounds/Traffic Safety
- Hesperian Elementary School Turnarounds/Traffic Safety
- Lorenzo Manor Elementary School Turnarounds/Traffic Safety



Signet provides special inspection and materials testing services, including soils/AC compaction, pile/pier observation, batch plant, DSA masonry, concrete, concrete placement, rebar placement, asphalt, steel/specialty testing, high-strength bolting, spray applied fireproofing and proof load/torque testing.

Construction Cost: Varied by Project

Owner: San Lorenzo Unified School District

Current Contract Status: Complete (2016)

Successfully Closed w/ DSA



San Jose/Evergreen Community College

San Jose, California



The general obligation Bond Measure G in the amount of \$268 million dollars for San Jose/Evergreen Community College District has been designated towards upgrading facilities designed and approved by the DSA. This project consisted of:

- A new 67,000-square-foot, two-story complex containing 14 large lecture classrooms, resource center computer lab, conference room, 30 faculty offices, Deans' Suites and transient workstations for adjunct professors.
- A new 8,200-square-foot Fitness Center - Utilities extend from the recently upgraded Central Energy Plant via a new accessible concrete trench below or adjacent to a new fire lane running along the north length of the site.



Signet was selected to provide special inspection and material testing services including batch plant, DSA masonry, concrete, rebar placement, out-of-country steel fabrication, structural steel erection, high-strength bolting, spray applied fireproofing, ceiling wires and proof load/torque testing.

Construction Cost: \$41 million

Owner: San Jose/Evergreen Community College District

Current Contract Status: Complete (2014-2016)

Successfully Closed w/ DSA



Project Approach

We have been fortunate to experience a wide variety of project delivery methods, and have realized the importance of integrating these approaches with our operational and management philosophies. As our clients and projects evolve, we have learned to adapt by increasing our capabilities and remaining successful in a highly competitive industry. As much as times have changed through our company's history, one thing remains the same – Signet continues to provide services the way you, the client, want them. The critical components for successful performance under this contract are best summarized in the following:

Pre-Construction Meeting: We recommend that the project management team including the PI/IOR employ a pre-construction meeting to establish proper communication avenues, personnel responsibilities and project expectations. Establishing these fundamental tools will increase the chance of harmonious construction activities and project schedule stability.

Designated Point of Contact: Project coordination will be the primary responsibility of the Project Manager. The Project Manager will be responsible for the initial project set-up, pre-construction meeting attendance, coordination of field and laboratory support, project billing, weekly payroll compliance, non-compliance tracking and notifications as well as project close/audit procedures.

Responsiveness to Requests: A key component in our ability to meet the requirements of this contract is our commitment to respond immediately to urgent requests for additional personnel or technical support. The proximity of our field personnel will allow Signet's management to respond to "Emergency" requests with minimal delay.

Budget/Cost Control: We provide budget updates at predetermined intervals, including invoiced-to-date and the percentage of budget billed which will help in monitoring our services for this contract. In order to assist with budget tracking, we have developed an automated cost tracking system which produces a notification to the Project Manager when contract values reach specific percentages or assigned values. The Project Manager will closely monitor the budget of each work assignment to ensure that prompt notification is provided by phone, e-mail and/or US Mail if costs are anticipated to exceed the approved amount.



Scheduling

Urgent & Scheduled Response Time



We pride ourselves in our ability to respond quickly to clients' service requests. Our ability to meet the on-site inspection needs of our clients is the key component to providing the most effective contract services. For this contract, all dispatch requests will be tended to and an inspector will be

dispatched to the project within a preferred 24- to 48-hour advance call.

When a multi-certified inspector is available for multiple inspections that are happening at various times of the day at the same site, that inspector is typically dispatched for the whole time period needed at the site. This minimizes trip charges as well as the cost of multiple inspectors. Typically long term projects that are in need of multiple inspections a day are staffed with inspectors that can perform all the needed inspections. If multiple sites are involved and the schedule can be worked out that the same inspector can go back and forth between the sites without conflict, we typically use the same inspector to minimize trip charges and total billable hours to the client. In general our dispatch schedules inspectors to projects with the intent of minimizing costs to the client.

Cost Management

Cost & Schedule Control

Once construction begins and throughout the project duration, it is imperative to maintain proactive communication with all pertinent individuals, especially the District's Project Manager and field supervisory personnel. By doing so, we can work together to maintain efficient scheduling and make recommendations as required to expedite design and/or construction schedules which generally can have the most significant financial impact and result in significant cost savings. The scope of basic services outlined and agreed to prior to the start of construction. Any variances to the approved schedule will be communicated to the Client representative for advance approval prior to proceeding with additional services. This could include scope drift, overtime charges, additional work shifts or additional time required to complete the pre-specified work tasks. Signet employs several budgeting, cost and quality control methods to ensure that our projects are completed accurately and successfully.

Budget, Billing & Contract Management

Signet has revamped its entire accounting, project management and reporting deliverables in order to provide information the way that you need it. Our billing systems will readily adapt to most specific requirements of your project.

As part of our project management, we provide monthly budget updates, including task codes in your formats, individual job identification, and monthly billing recaps/ budget updates which will help in monitoring our services and tasks for this contract. In addition, our Project Manager provides budget updates at various contract value intervals. Project assignments will be invoiced and will list tasks performed, cost per item and subtotals. Additionally, each invoice will provide the project budget estimate, invoiced-to-date and the percentage of budget billed.

The Project Manager will closely monitor the budget of each work assignment to ensure that prompt notification is provided by phone, e-mail and/or US Mail if costs are anticipated to exceed the approved amount. In order to assist with budget tracking, Signet has developed an automated cost tracking system which produces a notification to the project manager when contract values reach specific percentages or assigned values.

Reporting & DSA Closeout

We realize the quality of our work is only as good as the deliverables provided. In mid 2018, Signet will be launching Greenbox, a software that enables our staff and the entire project team to have access to up-to-the-minute project information. Greenbox not only sets up the project in our system, it also dispatches our inspectors, tracks inspectors time at each site for billing, creates and emails daily reports, and tracks non-compliance items so we can make sure these items get cleared.

Special inspectors and technicians will prepare daily field reports at the completion of their work on their tablets. These draft reports are emailed to Project Inspector and District representative prior to their departure from the site as well as our engineering staff for review. The reports are reviewed for indications of incomplete or non-compliant construction and for clarity in reporting. Any items requiring clarification are addressed on-site with the Project Inspector. Non-compliance items are flagged and the Project Inspector is immediately notified as well as logged for formal reporting purposes.

After the initial on-site notification of non-compliance items, a log of the work inspected or materials tested that was found to be out of compliance with the approved plans and that was left uncorrected by week's end is maintained by our engineering staff. The listed item is retained on the weekly list until such time as the work is corrected or other measures have been taken to enable the work to be reclassified as compliant. When cleared the item is reported as cleared and is then subsequently dropped from the list. This log is included in a summary report that is issued on a weekly basis. The summary report is comprised of a cover letter, the exceptions log and copies of the daily field reports.

We have found that this reporting practice aids in problem review and resolution during the course of the project as well as in the DSA project closeout process. After the initial step in the automated reporting process has been completed, the reports that were generated are reviewed by our Responsible Engineer. Corrections are made if necessary and reports that are found to be complete and accurate are authorized to be issued electronically on a weekly basis.

All daily, interim and final verified reports will be provided in the DSA's Card format and will be transmitted to all designated recipients via the DSA Box, including the District, Construction Manager, PI/IOR, Architect, Structural Engineer and the DSA.

Our reporting and billing systems will readily adapt to most specific requirements of your project. A few highlights of this system include:

- Secure File Sharing for Reporting & Test Data via Cloud-Based Data Control.
- Digital process of verified reports.
- Draft Reports E-mailed Daily from the Field to designated parties
- Weekly engineer reviewed reports and non-conformance summaries
- Monthly hard copy of non-conformance summaries
- Ability to access progress-to-date information for reporting and billing.
- Budget to actual comparisons included on each invoice



Our DSA certification is provided on the following pages.



Division of the State Architect

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

1102 Q Street, Suite 5100 | 916.445.8100

Sacramento, CA 95811 | 916.445.3521

www.dsa.dgs.ca.gov

December 14, 2015

Osama El-Fiky
Signet Testing Laboratories, Inc.
3526 Breakwater Court
Hayward, CA 94545

NOTICE OF RENEWAL OF ACCEPTANCE – LEA 059

Dear Mr. El-Fiky:

This letter is to inform you of the renewal of acceptance by the Division of the State Architect (DSA) of the facility referenced above into the Laboratory Evaluation and Acceptance (LEA) program.

The referenced facility may provide the construction material testing and inspection services indicated on the attached list for projects under the jurisdiction of the DSA, which includes public schools (grades K-12 and community colleges) and State-owned or leased essential service buildings. LEA information for your facility will be posted on the DSA website (www.app.dgs.ca.gov/tracker/apptovedLabs.aspx).

Please take time to review this correspondence with members of your staff that might be unfamiliar with our requirements.

This acceptance is valid until **July 11, 2019** and is contingent on continued compliance with the following LEA program requirements.

1. **Osama El-Fiky (RCE# 60546)** is the approved full-time engineering manager responsible for the testing and inspection services listed on the enclosed. You must notify the DSA prior to any change in engineering managerial responsibility.
- 2a. The facility shall continue to receive biennial assessments by AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) as applicable to the services offered at the facility. Future reports and evidence of corrective action shall be submitted to the DSA.
- 2b. The facility shall maintain current participation in AMRL and CCRL proficiency sample programs (PSP). Future PSP reports and explanations of any low ratings shall be submitted to the DSA.
3. If the subject laboratory has granted DSA "Specifier" privileges with AMRL, written reports do not need to be sent to the DSA.
4. The facility shall maintain all test equipment and records in accordance with applicable, current American Society for Testing and Materials (ASTM) standards.

1102 Q Street, Suite 5200
Sacramento, CA 95811
916 445 8730

1515 Clay Street, Suite 1201
Oakland, CA 94612
510 622 3101

700 N. Alameda St., Suite 5-500
Los Angeles, CA 90012
213 897 3995

10920 Via Frontera, Suite 300
San Diego, CA 92127
858 674-5400

Firm Qualifications

Osama El-Fiky
Signet Testing Laboratories, Inc.

-2-

December 14, 2015

5. The facility shall provide laboratory and field testing personnel who are adequately trained, supervised and currently certified as required by the latest ASTM or other recognized standards.
6. Masonry inspectors assigned to projects under DSA jurisdiction shall have passed DSA's masonry inspector examination and be specifically approved for each project by the DSA field engineer.
7. Welding inspectors assigned to projects under DSA jurisdiction shall hold current American Welding Society (AWS) Certified Welding Inspector (CWI) or Senior CWI certification and be specifically approved for each project by the DSA field engineer.
8. The facility's Nondestructive Testing (NDT) program shall be supervised by an individual currently certified by the American Society for Nondestructive Testing (ASNT) as NDT Level III in applicable methods. Such certification shall have been obtained through ASNT by testing, not by employer or self-certification.
9. The facility's NDT written practice and procedures shall conform to the requirements of ANSI/ASNT CP-189, 2006, and be approved by the supervising Level III. All NDT technicians assigned to projects under DSA jurisdiction shall hold current Level II or greater certification, in accordance with the requirements of CP-189.
10. The laboratory facility shall provide test, inspection and verified reports in accordance with the requirements of the 2010 California Building Standards Administrative Code (CBC) Title 24, Part 1. Report format shall comply with LEA Program requirements and applicable ASTM standards.
11. The physical location of the facility, including but not limited to laboratory equipment and personnel, shall not change without prior notification to the DSA.

Please be aware that failure to comply with any of the requirements of the LEA Program may result in this acceptance being revoked. A facility with a revoked acceptance may be reinstated when it demonstrates all deficiencies cited by the DSA have been corrected. Fees may be charged.

If you wish to continue DSA acceptance beyond your current expiration date, you must submit a renewal application package at least 30 days prior to that date. The application (DSA form 100) and detailed instructions outlining submittal requirements can be downloaded from the DSA website (<http://www.dgs.ca.gov/dsa/Forms.aspx>). When we have received all required information, we will schedule an on-site evaluation of your facility.

Thank you for participating in the Division of the State Architect's LEA program. Should you have any questions regarding the LEA program requirements please feel free to contact me at (916) 445-2193 or e-mail me at eric.france@dgs.ca.gov.

Sincerely,



Eric H. France
Division of the State Architect
Laboratory Evaluation and Acceptance Program

Enclosure:



Section 1

Firm Qualifications

Signet Testing Laboratories, Inc.

LEA 059

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
Earthwork/Lab	Earthwork/Field	Earthwork
<input checked="" type="checkbox"/> Soil	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregate		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
Reinforcing Steel		Reinforcing Steel
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		Concrete
Concrete		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling
<input checked="" type="checkbox"/> Drilled Cores / Beams		<input checked="" type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Compressive Strength		<input type="checkbox"/> Shotcrete
<input checked="" type="checkbox"/> Length Change		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Flexural Strength		<input checked="" type="checkbox"/> Epoxy Injection
<input checked="" type="checkbox"/> Lightweight Concrete		<input type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Mix Design Review		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Splitting Tensile		Masonry
Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Torque	<input checked="" type="checkbox"/> Proof Load	<input checked="" type="checkbox"/> Masonry Placement
		<input checked="" type="checkbox"/> Post Installed Anchors
Masonry		Structural Metals
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Grout Compressive Strength		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Prism Compressive Strength		<input checked="" type="checkbox"/> Spray-Applied Fireproofing
<input checked="" type="checkbox"/> Unit Compr. Strength	<input checked="" type="checkbox"/> Absorption	
<input checked="" type="checkbox"/> Dimensions	<input checked="" type="checkbox"/> Masonry Shear	
<input checked="" type="checkbox"/> Drying Shrinkage		Other Inspection Services:
Metals/Lab	Metals/Field-N.D.T	
Structural Steel	<input checked="" type="checkbox"/> Liquid Penetrant	
<input checked="" type="checkbox"/> Tension	<input checked="" type="checkbox"/> Magnetic Particle	
<input checked="" type="checkbox"/> Bend	<input checked="" type="checkbox"/> Ultrasonic	
<input checked="" type="checkbox"/> Density of SFRM		
High Strength Bolt	<input type="checkbox"/> Radiographic	
<input type="checkbox"/> Tension		Other Tests: GPR Scanning, Floor Flatness
<input type="checkbox"/> Hardness		
<input type="checkbox"/> Charpy V - Notch		
Roofing		
<input checked="" type="checkbox"/> Tiles	<input checked="" type="checkbox"/> Built-Up	

Approved by:  Date: December 14, 2015

Division of the State Architect LEA Acceptance for Signet Testing Laboratories, Inc., LEA# 059 is effective until July 11, 2019.

1102 Q Street, Suite 5100 · Sacramento, California 95811 · (916) 445-8100



325

Section 2

Staff Qualifications

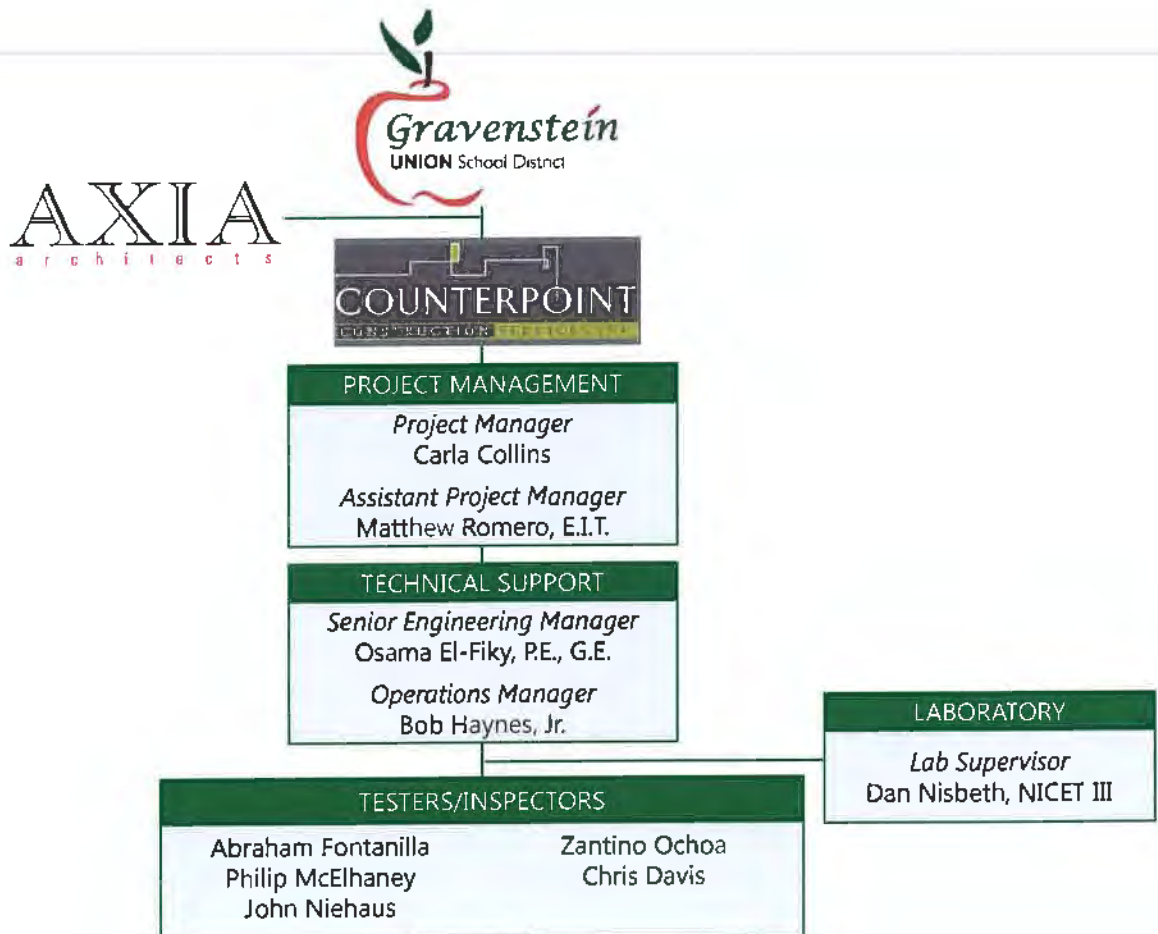
Project Team

At Signet, we understand how inadequately qualified staff negatively affects a construction project. Therefore, we are proposing a multi-certified project team of senior personnel that will be assigned to your project. Our entire team will have knowledge of the key project management team and designated Project Inspector/Inspector of Record (PI/IOR) to establish direct communication, increasing our staff's effectiveness and providing your personnel the comfort level that their service requests are filled expeditiously.

This approach promotes the development of relationships with project team members throughout the duration of the project, and supports our goal of maintaining open lines of communication while providing the experience and technical expertise to assist in balancing the often competing elements of time, budget and quality.

The organization chart below depicts our team's organizational structure. Resumes for key team members are provided on the following pages.

Organization Chart



Staffing Plan

The key project team members for Signet are listed below with their roles and qualifications.



Carla Collins, VP/Project Manager, will be the District's and Project Inspector's primary point of contact, and will assure delivery of resources and client satisfaction. She has over 12 years of experience related to project management and coordination of inspection and testing services and oversees the project management department of Signet. Some of her DSA educational project experience includes working with Counterpoint Construction Services at Kentfield School District and Ross Valley School District, as well as experience working with New Haven USD, Foothill De-Anza CCD, San Lorenzo USD, Mt. Diablo USD, Washington USD, Los Rios CCD, and West Contra Costa USD.



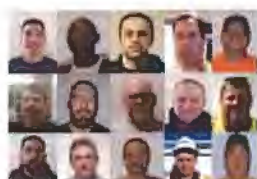
Bob Haynes, Jr., Operations Manager, will be responsible for day-to-day operations and project management, field and dispatch oversight, staffing, technical support, managing the budget and schedules, and delivery of resources. He has over 20 years of experience in the special inspection and testing industry having been certified by ICC, ACI as a Special Inspector, also as a Project Manager and Estimator. He has been with Signet for 14 years and now oversees the operations department.



Osama El-Fiky, P.E., G.E., Senior Engineering Manager/Geotechnical Engineer, will be responsible for quality oversight of field and lab reports. He will review reports for accuracy before distribution, prepare engineering letters, non-conformance reports, and make recommendations as needed. He has over 22 years of experience related to geotechnical engineering, inspection and testing and manages our laboratory accreditations. He has been with the UER group for more than 5 years and oversees the engineering department of Signet.



Matthew Romero, Assistant Project Manager, will be responsible for developing and implementing project staffing plans and ensuring that our field staff are provided with the required information to enable them to perform at the levels expected by our clients. He has a proven track record of strong communication skills with contractors, engineers, governing agency inspectors and other technicians making him a valuable contributing member to any construction project. With his 15 years of field and laboratory experience, he is able to obtain detailed project information and to assist in the establishment and subsequent management of new and on-going projects.



Abraham Fontanilla, Philip McElhaney, John Niehaus, Zantino Ochoa, and Chris Davis hold the applicable certifications needed and are available to service this project. We have additional technicians available for Special Inspection services as defined in the California Building Code including ACI and ICC Certified Special Inspectors as well as AWS Certified Welding Inspectors. **Seasonally, Signet has anywhere between 30 to 60 certified field personnel available to support this project.** These inspectors are all members of Operating Engineers Union Local No. 3 and are Group 2 inspectors/technicians as defined in the General Prevailing Wage Determination.

Carla Collins

VP/Project Manager

Carla Collins has more than 12 years of construction testing and inspection industry experience since she joined the UER group in 2005. She is responsible for project management related to on-going construction efforts. She's responsible for maintaining client relationships, managing key project accounts, promoting teaming opportunities, contract/ budget/ change order management, out of scope activity tracking, assesses resource requirements with customers, new project set-ups, out of scope activity tracking, preparing budget update reports, and assuring that services are performed to the satisfaction of the client. She is experienced in working with Districts, Construction Managers, Project Inspectors and other team members on DSA K-14 projects.

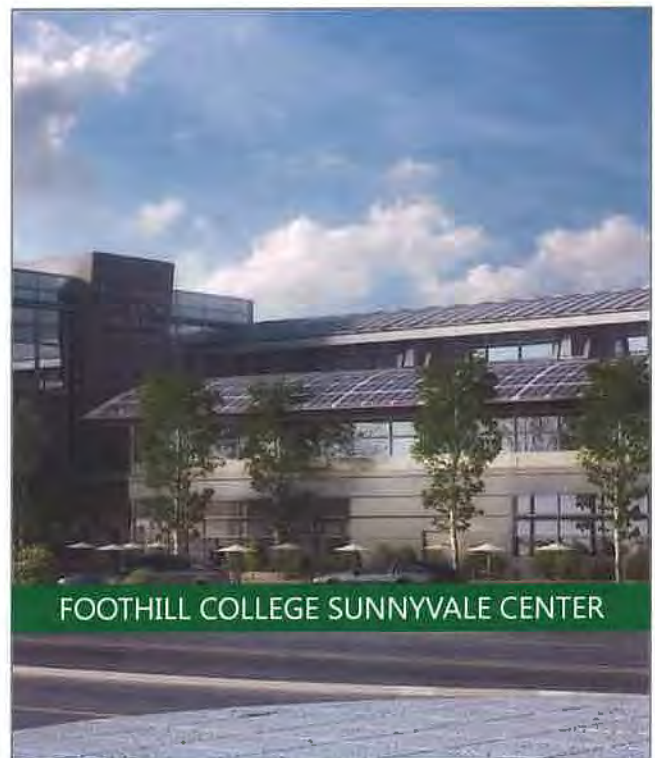
Qualifications & Certifications:

B.S., Business Management & Marketing, University of Phoenix
 Careers in Construction Sacramento, California

- Estimating Seminar, Lucas Caswell & Cummins
- Project Management Seminar, Lucas Caswell & Cummins
- Project Management Seminar, NovaCon Group
- Advanced Construction Project Management Seminar

Project Experience:

- RVSD Brookside ES Multi-Use Building, San Anselmo, CA
- Cotati-Rohnert Park Unified School District Modernization Program, CA
- Itliong-Vera Cruz MS 21st Century Classroom Building, Union City, CA
- New Haven USD District-wide New Solar Power System, Union City, CA
- Hayward USD "Measure L" (\$225M) Bond Program, District-wide Various schools, CA
- Kent MS Mod & New Music Classroom, Kentfield, CA
- New Haven USD - Various Projects, Union City, CA
- San Lorenzo Unified School District Measure E and G Bond Projects, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- Mission College, Hospitality Management Bldg, Santa Clara, CA
- Foothill College Education Center, Sunnyvale, CA
- Foothill College Library, Los Altos Hills, CA
- Foothill College Learning Support Center, Los Altos Hills, CA
- Palo Alto High School, Performing Arts Center, Los Altos Hills, CA



Bob Haynes, Jr.

Operations Manager

Bob Haynes, Jr. is currently serving in the capacity of Operations Manager for Signet's office in Hayward. Responsibilities include day-to-day operations and business management, field and dispatch oversight, staffing plans, technical support, problem resolution, and delivery of resources. He contributes more than 20 years in the areas of special inspections and material testing (14 years directly with Signet) having managed commercial, infrastructure, civic, healthcare, education, federal, and public agency projects in Northern California. He started his career as a Special Inspector for the San Francisco City Hall Seismic Retrofit and worked his way up to a Project Manager, Estimator, and now, overseeing the Operations Group.

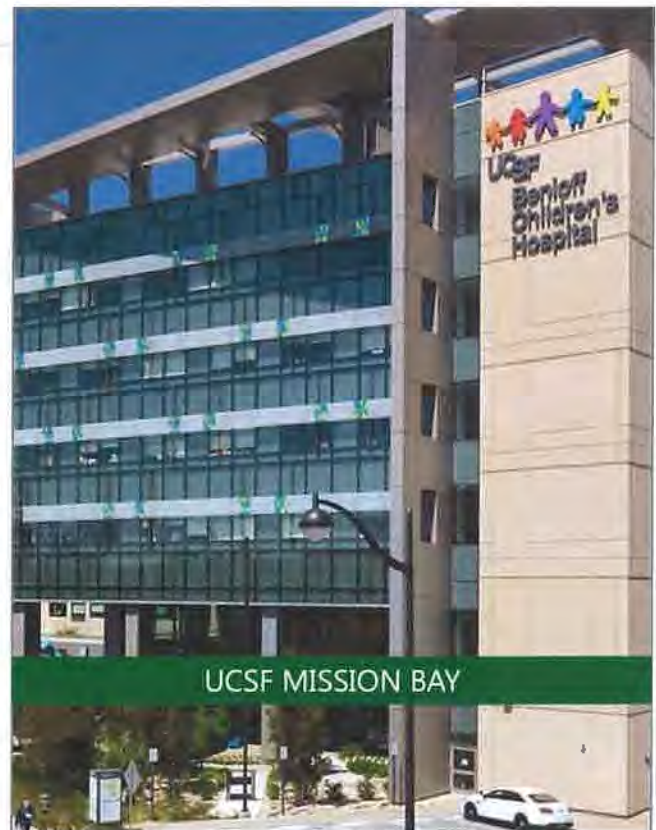
Qualifications & Certifications:

B.S., Construction Engineering, Richmonds University

- ACI - Field Testing Technician, Grade I, Previous
- ICC - Reinforced Concrete, Previous
- ICC - Structural Masonry, Previous
- Spray-Applied Fireproofing, Previous
- Certified on FACE Dipstick Floor Profiler

Project Experience:

- Kent MS Mod & New Music Classroom, Kentfield, CA
- RVSD Brookside ES Multi-Use Building, San Anselmo, CA
- Itlliong-Vera Cruz MS 21st Century Classroom Building, Union City, CA
- New Haven USD District-wide New Solar Power System, Union City, CA
- Hayward USD "Measure L" (\$225M) Bond Program, District-wide Various schools, CA
- Gilroy Unified School District - Christopher High School, Gilroy, CA
- South San Francisco Unified School District, Various Projects, CA
- San Francisco City College, Various Projects, CA
- San Jose City College Parking Structure, San Jose, CA
- California Pacific Medical Center – Van Ness Campus, San Francisco, CA.
- University of California, Berkeley - Hearst Memorial Mining Building
- University of California, Berkeley - CV Star East Asian Library
- University of California, Berkeley - Units 1 and 2 Seismic Retrofit
- Dignity Health/Dominican Hospital On-Call, Bay Area, CA



UCSF MISSION BAY

Osama El-Fiky, P.E., G.E.

Senior Engineering Manager/Geotechnical Engineer

Osama El-Fiky is currently serving in the capacity of Engineering and Laboratory Manager for Signet's office and has 23 years of experience in special inspections and material testing. He oversees our certified laboratory including accreditation process (AMRL, CCRL, AASHTO, DSA, OSHPD, Caltrans, USACE), and is responsible for day-to-day engineering and quality assurance of our field and laboratory services, project technical expertise as well as summary and non-conformance letters. He has worked on and managed commercial, infrastructure, civic, healthcare, education, federal, and public agency projects in Northern California as well as abroad for the USACE. In addition, he has great knowledge in the areas of geotechnical engineering, field inspections, laboratory analysis, and report preparation related to complex engineering assignments. He also provides recommendations to address unforeseen construction issues. He is experienced in working with the DSA on several K-14 projects.

Qualifications & Certifications:

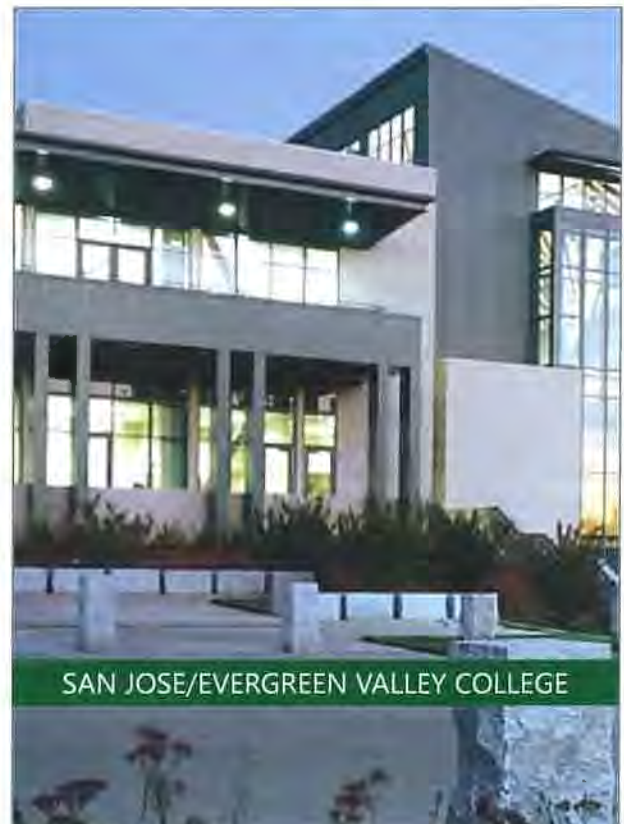
M.S., Civil Engineering, San Francisco State University

B.S., Civil Engineering, Cairo University, Cairo

- Registered Geotechnical Engineer, CA License #2803, Exp. 12/31/2020
- Registered Civil Engineer, CA License #60546, Exp. 12/31/2020
- Nuclear Density Gauge Certified

Project Experience:

- Hayward USD "Measure L" (\$225M) Bond Program, District-wide Various schools, CA
- Cotati-Rohnert Park Unified School District Modernization Program, CA
- San Lorenzo Unified School District Measure E and G Bond Projects, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Alvarado Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Decoto Adult School, Union City, CA
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- Merced Community College and Allied Health Center, Merced, CA
- Sebastian Questa Elementary School, Mountain House, CA
- Bethany Elementary Schools, Mountain House, CA
- Edna Hill Middle School, Brentwood, CA



Osama El-Fiky, P.E., G.E.

11/14/2016

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and Geologists**

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License Search for Professional Engineers and Land Surveyors

Licensee Name: EL-FIKY OSAMA S
License Type: CIVIL ENGINEER
License Number: 60546
License Status: CLEAR [Definition](#)
Expiration Date: December 31, 2018
Address:
City:
State: CA
Zip: 95391
County: SAN JOAQUIN
Actions: No

11/14/2016

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Department of Consumer Affairs
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License Search for Professional Engineers and Land Surveyors

Licensee Name: EL-FIKY OSAMA SAAD
License Type: GEOTECHNICAL ENGINEER
License Number: 2803
License Status: CLEAR [Definition](#)
Expiration Date: December 31, 2018
Address:
City:
State: CA
Zip: 95391
County: SAN JOAQUIN
Actions: No

Matthew Romero, E.I.T.

Assistant Project Manager

Matthew Romero has a degree in Civil Engineering and is a Certified Engineer In Training. He has extensive experience in the performance of geotechnical field services performing inspection and materials testing services on site development, underground utility, roadway and airfield projects. He is also qualified to perform anchor bolt inspection and torque/proof load testing, construction materials identification and sampling, and shear wall and diaphragm nailing inspections. He is presently responsible for assisting with project staffing plans and ensuring that our field staff are provided with the required information to enable them to perform at the levels expected by our clients. He has a proven track record of strong communication skills with contractors, engineers, governing agency inspectors and other technicians making him a valuable contributing member to any construction project.

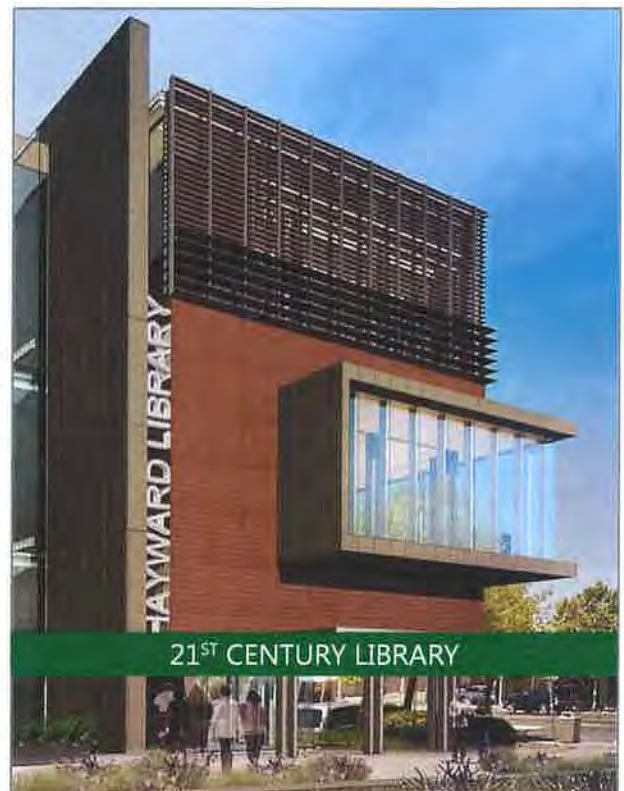
Qualifications & Certifications

B.S., Civil Engineering, Santa Clara University, CA

- CA Certified Engineer in Training
- Nuclear Density Gauge Certified

Project Experience:

- Hayward USD "Measure L" (\$225M) Bond Program, District-wide Various schools, CA
- Cotati-Rohnert Park Unified School District Modernization Program, CA
- San Lorenzo Unified School District Measure E and G Bond Projects, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Alvarado Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Decoto Adult School, Union City, CA
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- University of San Francisco - Ulrich Field & Benedetti Baseball Diamond, CA
- University of San Francisco - Patio Enclosure, CA
- Sutter Medical, New Santa Rosa Hospital, Santa Rosa, CA
- Santa Rosa Memorial Hospital, St. Joseph's, Santa Rosa, CA
- Queen of the Valley Medical Center, Acute Care Pavilion, Napa, CA



Matthew Romero, E.I.T.



Daniel Nisbeth, NICET III

Laboratory Supervisor

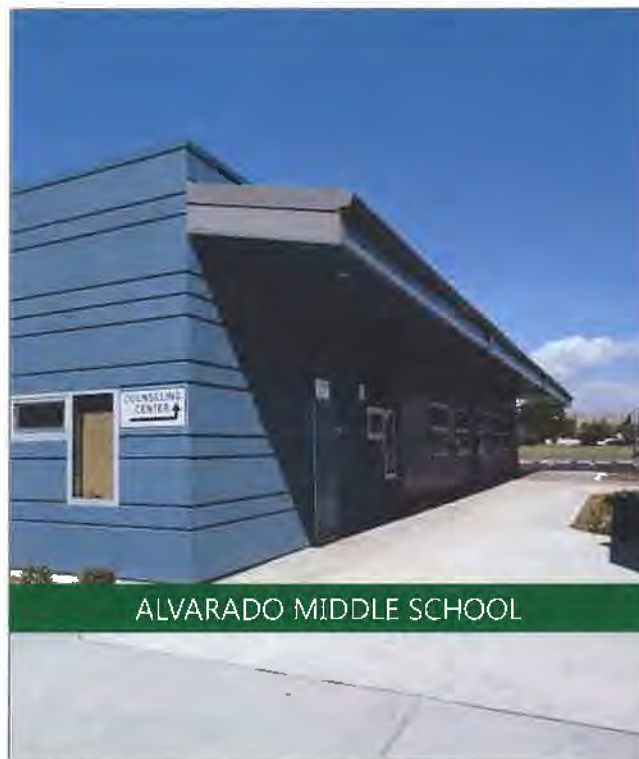
Dan Nisbeth has extensive experience in the performance of Quality Assurance/Quality Control (QA/QC) materials testing services on soils, aggregates, portland cement concrete and asphalt concrete products. When schedule demands require he also provides materials sampling services at project site and batch plant facilities. He has been instrumental in maintaining the certifications and accreditations held by our laboratories. He is experienced in working with the DSA on several K-14 projects.

Qualifications & Certifications:

- ACI - Aggregate Technician, Level I, #00983390, Exp. 8/26/2022
- ACI - Concrete Strength Testing Technician, #00983390, Exp. 6/24/2022
- ACI - Concrete Field Testing Technician, Grade I, #00983390, Exp. 5/20/2022
- ACI - Concrete Laboratory Testing Technician, Level I, #00983390, Exp. 8/26/2022
- NICET - Level III, Asphalt, Soils, Concrete, #123697, Exp. 10/20/2020
- California Test Method (CTM) Certifications - 105, 106, 201, 202, 216, 217, 226, 227, 229, 301, 304, 308, 309, 366, 382, 521, 523, Exp. 2019
- Nuclear Density Gauge Certified

Project Experience:

- El Molino High School Stadium Modernization, Forestville, CA
- Analy High School Stadium Modernization, Sebastopol, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Alvarado Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Decoto Adult School, Union City, CA
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- Cotati-Rohnert Park Unified School District Modernization Program, CA
- San Lorenzo Unified School District Measure E and G Bond Projects, CA
- Hayward Unified School District - Measure L, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- University of San Francisco - War Memorial Gymnasium Renovations, CA
- University of California, Berkeley - Anna Head West Student Housing
- University of San Francisco - Ulrich Field & Benedetti Baseball Diamond, CA



ALVARADO MIDDLE SCHOOL

Daniel Nisbeth, NICET III



Daniel Nisbeth, NICET III



Verify A Certification

SEARCH RESULTS

Certification ID: 983390

Your search returned 4 records.

Nisbeth, Dan
ACI AGGREGATE TESTING TECHNICIAN - LEVEL 1
Expires: August 26, 2022
Castro Valley, CA 94546-2224

Nisbeth, Dan
ACI CONCRETE FIELD TESTING TECHNICIAN - GRADE I
Expires: May 20, 2022
Castro Valley, CA 94546-2224

Nisbeth, Dan
ACI CONCRETE LABORATORY TESTING TECHNICIAN - LEVEL 1
Expires: August 26, 2022
Castro Valley, CA 94546-2224

Nisbeth, Dan
ACI CONCRETE STRENGTH TESTING TECHNICIAN
Expires: June 24, 2022
Castro Valley, CA 94546-2224

Daniel Nisbeth, NICET III

TL-0111 (REV.06/00)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this

CERTIFICATE OF PROFICIENCY

to



Dan Nisbeth

Signet Hayward



who is qualified to perform the following tests:

CTM 105	NO EXPIRATION	CTM 301	EXP 01-06-19
CTM 106	NO EXPIRATION	CTM 304	EXP 01-06-19
CTM 201	NO EXPIRATION	CTM 308	EXP 01-06-19
CTM 202	EXP 01-06-19	CTM 309	EXP 01-06-19
CTM 216	EXP 03-15-19	CTM 366	EXP 01-06-19
CTM 217	EXP 01-06-19	CTM 382	EXP 01-06-19
CTM 227	EXP 01-06-19	CTM 521	EXP 03-15-19
CTM 229	EXP 01-06-19	CTM 523	EXP 03-15-19
		CTM 226	EXP 01-16-19

Test method & expiration date

David R. Small #94 

Certified Independent Assurance (IA)
Date Issued: 03-15-17

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual

Daniel Nisbeth, NICET III



Abraham Fontanilla

Senior Special Inspector

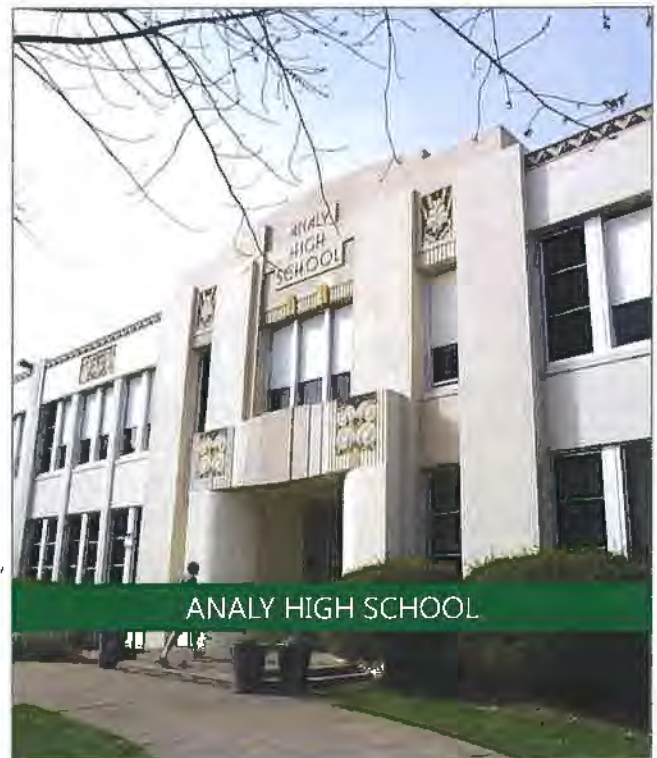
Abraham Fontanilla has over 17 years of experience in the field inspection industry. He has served as a field technician and is certified to operate a nuclear density gauge. He is qualified to provide Concrete Field Testing, Concrete Strength Testing and Reinforced Concrete and related materials in strict conformance with ASTM, ACI and ICC standards. His knowledge of construction materials testing includes Field Compaction Testing with Nuclear Gauge, Pachometer Testing, Anchor Proof Load Testing, Visual Anchor Installation, Ceiling Wire Testing, Concrete Placement and Sampling, Concrete Lab Testing.

Qualifications & Certifications:

- ACI - Field Testing Technician, Grade I #00077777, Exp. 7/25/2020
- ICC - Reinforced Concrete Inspector #5230733, Exp. 8/17/2019
- Nuclear Density Gauge Certified

Project Experience:

- Ross Valley School District - Brookside Elementary, San Anselmo, CA
- Kent Middle School - Modernization & New Classroom, Kentfield, CA
- El Molino High School - Stadium Modernization, Forestville, CA
- Thomas Page Academy, North & South Buildings, Cotati, CA
- Irvington High School - Canopy, Fremont, CA
- Mt. Eden High School - Stadium, Hayward, CA
- Hayward High School - Stadium, Hayward, CA
- Tennyson High School - Stadium, Hayward, CA
- Analy High School - Band Room, Sebastopol, CA
- Santa Rosa Memorial Hosp., Chilled Water Upgrade, Santa Rosa, CA
- Santa Rosa Memorial Hosp., Exterior Improvements, Santa Rosa, CA
- Sutter Medical Center - Water Treatment, Santa Rosa, CA
- Lower Silver Creek Flood Protection & Creek Restoration, San Jose, CA
- Oakland Unified School District, Oakland, CA
- San Francisco Unified School District, San Francisco, CA
- Berkeley High School, Derby Field, Berkeley, CA
- San Francisco State University, San Francisco, CA



Abraham Fontanilla

CONCRETE		NONDESTRUCTIVE TESTING	
<input checked="" type="checkbox"/> Reinforcing & Embeds		MT <input type="checkbox"/> PT <input type="checkbox"/> UT <input type="checkbox"/> RT <input type="checkbox"/>	
<input checked="" type="checkbox"/> Placement		FIREPROOFING	
<input checked="" type="checkbox"/> Batch Plant		<input type="checkbox"/> Placement	
<input type="checkbox"/> Prestressing		<input type="checkbox"/> Sample/Test	
<input type="checkbox"/> Ductile Moment		STRUCTURAL WOOD	
<input type="checkbox"/> Shotcrete		<input type="checkbox"/> Shear Diaphragms	
<input type="checkbox"/> Insulating/Gypsum		<input type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> Sample/Test		SOILS	
<input checked="" type="checkbox"/> Proofloading Anchor		<input checked="" type="checkbox"/> Excavation, Grading, Filling	
<input checked="" type="checkbox"/> Post-Installed Anchor		<input checked="" type="checkbox"/> Drilled Piers & Caissons	
MASONRY		<input type="checkbox"/> Driven Piles	
<input type="checkbox"/> Reinforcing & Embeds		<input checked="" type="checkbox"/> Nuclear Density	
<input type="checkbox"/> Placement & Grouting		<input checked="" type="checkbox"/> Sample/Test	
<input type="checkbox"/> Sample/Test		ASPHALTIC CONCRETE	
STRUCTURAL STEEL		<input checked="" type="checkbox"/> Placement	
<input type="checkbox"/> Fabrication & Erection		<input checked="" type="checkbox"/> Batch Plant	
<input type="checkbox"/> Visual Welding		<input checked="" type="checkbox"/> Sample/Test	
<input type="checkbox"/> High Strength Bolting			
<input type="checkbox"/> Sample/Test			

Employee No. 084473

THIS IS TO CERTIFY THAT
Abraham Fontanilla

IS DULY QUALIFIED TO PERFORM THE DUTIES OF
SPECIAL INSPECTOR AS INDICATED ON THE
REVERSE SIDE OF THIS CARD

EXPIRATION DATE: 12-31-2018

Abraham M. Fontanilla, Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484

AMERICAN CONCRETE INSTITUTE

This is to certify that

ABRAHAM M FONTANILLA

has demonstrated knowledge and ability by successfully completing the ACI Certification requirements and is hereby recognized as an

ACI Concrete Field Testing Technician - Grade 1

Certified Date: 07/25/2015 Expires: 07/25/2020

Examiner of Records: **Thomas H. Deaton**

ACI Monitoring Division of Certification

This authenticity of this certification can be verified at www.aci-certification.org/verify

My Professional Information:

Last, First MI: **Fontanilla, Abraham**
 Certified under this name: **Abraham Fontanilla**
 City, State Zip: **SANTA ROSA, CA 95407-7214**
 Certification Type(s): **Reinforced Concrete Special Inspector (expires 08/17/2019)**



Philip G. McElhaney

Senior Special Inspector

Philip G. McElhaney is a multi-certified, senior special inspector with 29 years of experience in construction inspections. Throughout his career, he has served as Lead Inspector for a wide variety of projects providing welding, steel, concrete, masonry and fireproofing inspections. His wealth of knowledge and expertise makes him a valuable addition to any project team.

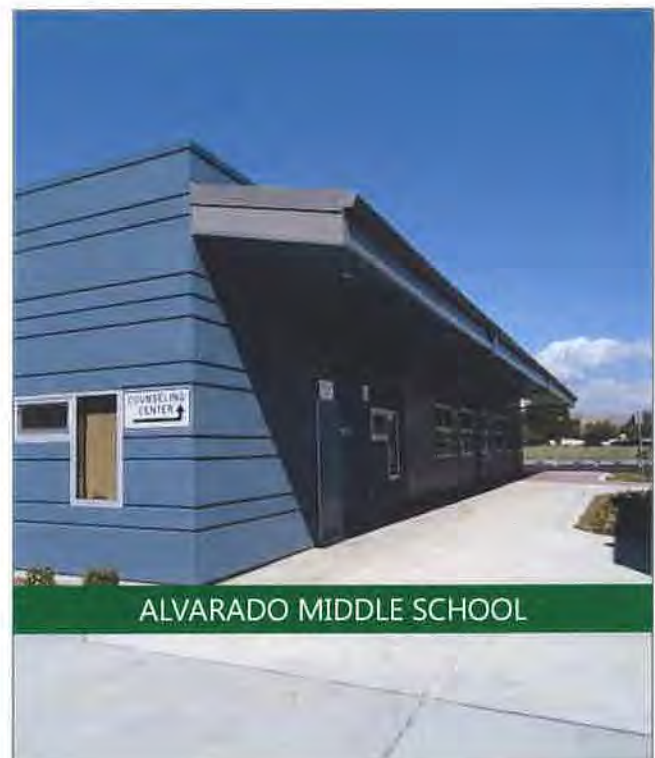
Qualifications & Certifications:

Quality Control Institute

- ACI - Field Testing Technician, Grade I, #00994104, Exp. 7/20/2018
- ICC - Master of Special Inspection #1088709, Exp. 3/29/2020
- ICC - Structural Steel and Bolting #1088709, Exp. 3/29/2020
- ICC - Reinforced Concrete #1088709, Exp. 3/29/2020
- ICC - Structural Masonry #1088709, Exp. 3/29/2020
- ICC - Spray-Applied Fireproofing #1088709, Exp. 3/29/2020
- ICC - Prestressed Concrete #1088709, Exp. 3/29/2020
- ICC - Structural Welding #1088709, Exp. 3/29/2020
- First Aid/CPR
- TWIC Card

Project Experience:

- Cotati-Rohnert Park Unified School District Modernization Program, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Alvarado Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Decoto Adult School, Union City, CA
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- Jefferson Elementary School, Berkeley, CA
- University of San Francisco - War Memorial Gymnasium Renovations, CA
- 21st Century Library and Community Learning Center, Hayward, CA
- Santa Clara and Wilcox High Schools, New Dugouts and Science Buildings, Santa Clara, CA
- Zanker Elementary School, Milpitas, CA
- Southwest Community College, Los Angeles, CA



ALVARADO MIDDLE SCHOOL

Philip G. McElhaney

CONCRETE		NONDESTRUCTIVE TESTING	MT ___ PT ___ UT ___ RT ___
<input checked="" type="checkbox"/> Reinforcing & Embeds		FIREPROOFING	
<input checked="" type="checkbox"/> Placement		<input checked="" type="checkbox"/> Placement	
<input checked="" type="checkbox"/> Batch Plant		<input checked="" type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> Prestressing		STRUCTURAL WOOD	
<input checked="" type="checkbox"/> Ductile Moment		<input checked="" type="checkbox"/> Shear Diaphragms	
<input checked="" type="checkbox"/> Shotcrete		<input checked="" type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> Insulating Gypsum		SOILS	
<input checked="" type="checkbox"/> Sample/Test		<input checked="" type="checkbox"/> Excavation, Grading, Filling	
<input checked="" type="checkbox"/> Proofloading Anchor		<input checked="" type="checkbox"/> Drilled Piers & Caissons	
<input checked="" type="checkbox"/> Post-Installed Anchor		<input checked="" type="checkbox"/> Driven Piles	
MASONRY		<input checked="" type="checkbox"/> Nuclear Density	
<input checked="" type="checkbox"/> Reinforcing & Embeds		<input checked="" type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> Placement & Grouting		ASPHALTIC CONCRETE	
<input checked="" type="checkbox"/> Sample/Test		<input checked="" type="checkbox"/> Placement	
STRUCTURAL STEEL		<input checked="" type="checkbox"/> Batch Plant	
<input checked="" type="checkbox"/> Fabrication & Erection		<input checked="" type="checkbox"/> Sample/Test	
<input checked="" type="checkbox"/> Visual Welding			
<input checked="" type="checkbox"/> High Strength Bolting			
<input checked="" type="checkbox"/> Sample/Test			

Employee No. 474749

THIS IS TO CERTIFY THAT
Philip McElhaney

IS DULY QUALIFIED TO PERFORM THE DUTIES OF
SPECIAL INSPECTOR AS INDICATED ON THE
REVERSE SIDE OF THIS CARD.

EXPIRATION DATE 12-31-2018

Philip G. McElhaney
Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484



- My Professional Information:**
- Last, First MI: **McElhaney, Philip G**
 - Certified under this name: **Philip G McElhaney, Master of Special Inspection**
 - City, State Zip: **Anaheim, CA 92801**
 - Certification Type(s):
 - Reinforced Concrete Special Inspector (expires 03/29/2020)**
 - Structural Masonry Special Inspector (expires 03/29/2020)**
 - Structural Steel & Welding Special Inspector (expires 03/29/2020)**
 - Spray-applied Fireproofing Special Inspector (expires 03/29/2020)**
 - Prestressed Concrete Special Inspector-Legacy (expires 03/29/2020)**
 - Prestressed Concrete Special Inspector (expires 03/29/2020)**
 - Master of Special Inspection (expires 03/29/2020)**
 - Structural Steel and Bolting Special Inspector (expires 03/29/2020)**
 - Structural Welding Special Inspector (expires 03/29/2020)**

John Niehaus

Senior Welding Inspector

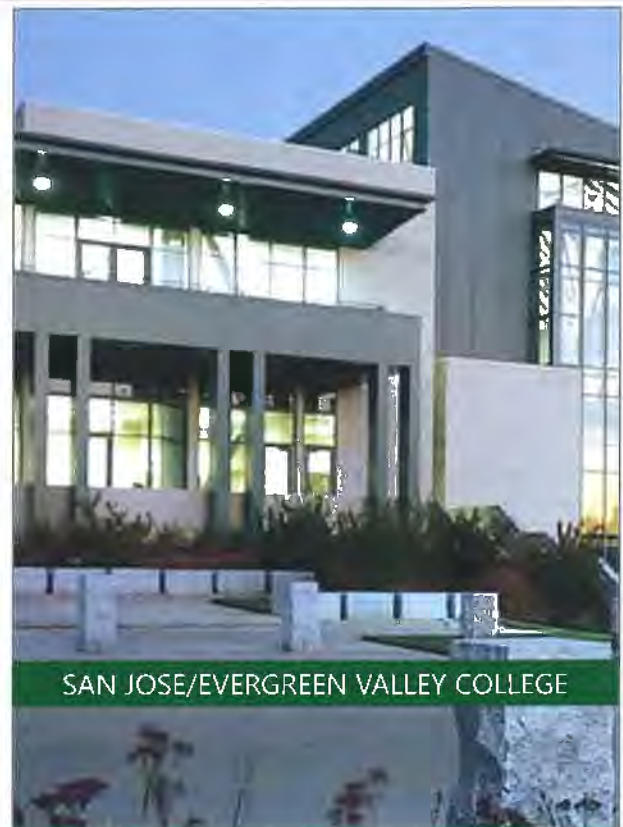
As a Senior Welding Inspector, John Niehaus contributes over 33 years of welding and shop fabrication experience. His areas of expertise involves preparation and testing of welding procedure qualification, procedure welding specification and welder qualification, and verification of specification and code compliance. He has extensive experience in inspecting site fabrication and installation procedures, performing NDT as Level II (MT, UT). He has performed in the role of senior special inspector during construction of numerous large-scale projects. He communicates well with building owners, architects, contractors, engineers, governing agencies inspectors and technicians to assure quality performance and compliance with project specifications and governing codes.

Qualifications & Certifications:

- AWS - Certified Welding Inspector #9102601, Exp. 10/1/2018
- ANSI/ASNT - MT/UT, Level II, Exp. 12/2020

Project Experience:

- San Miguel Elementary School, Santa Rosa, CA
- Thomas Page Academy, North & South Buildings, Cotati, CA
- Hillview Crest Elementary School Parking Lot Improvements, Hayward, CA
- White Hill Middle School, Fairfax, CA
- Edna Maguire Elementary School, Mill Valley, CA
- Heights Elementary School, Pittsburg, CA
- San Jose/Evergreen Community College, South Campus Expansion, CA
- Thomas R. Pollicita Middle School, Daly City, CA
- Analy High School Stadium Modernization, Sebastopol, CA
- Mary E. Silveira Elementary School, San Rafael, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- University of San Francisco - War Memorial Gymnasium Renovations, CA
- University of San Francisco - Ulrich Field & Benedetti Baseball Diamond, CA
- Richmond Swim Center, Richmond, CA
- Kaiser Santa Rosa, Santa Rosa, CA



John Niehaus

CONCRETE	Reinforcing & Embeds Placement Batch Plant Prestressing Ductile Moment Shotcrete Insulating/Gypsum Sample/Test Proofloading Anchor Post-Installed Anchor
MASONRY	Reinforcing & Embeds Placement & Grouting Sample/Test
STRUCTURAL STEEL	<input checked="" type="checkbox"/> Fabrication & Erection <input checked="" type="checkbox"/> Visual Welding <input checked="" type="checkbox"/> High Strength Bolting <input checked="" type="checkbox"/> Sample/Test
NONDESTRUCTIVE TESTING	MT <input checked="" type="checkbox"/> PT <input type="checkbox"/> UT <input checked="" type="checkbox"/> RT <input type="checkbox"/>
FIREPROOFING	Placement Sample/Test
STRUCTURAL WOOD	Shear Diaphragms Sample/Test
SOILS	Excavation, Grading, Filling Drilled Piers & Caissons Driven Piles Nuclear Density Sample/Test
ASPHALTIC CONCRETE	Placement Batch Plant Sample/Test



Employee No. 474727

THIS IS TO CERTIFY THAT
John Niehaus

IS DULY QUALIFIED TO PERFORM THE DUTIES OF
SPECIAL INSPECTOR AS INDICATED ON THE
REVERSE SIDE OF THIS CARD

EXPIRATION DATE: 12-31-2018



3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484



American Welding Society

Certifies that Welding Inspector
John C Niehaus
has complied with the requirements of AWS QCI.
Standard for AWS Certification of Welding Inspectors

09102601
CERTIFICATION NUMBER

October 1 2018
EXPIRES DATE



AWA PRESIDENT
AWA QUALITY ADMIN COMMITTEE CHAIR
AWA QUALITY ADMIN COMMITTEE MEMBER

Certificate of Completion
Ultrasonic Testing Level II

Wife in to certify that

John C. Niehaus

has successfully completed the educational curriculum
as required by the ASNT-SNT-IA Recommended Practice
Training and testing was performed and successfully completed
at American River College, Sacramento California.

Examiner: Mark A. Reese **ASNT UT Level III #85914**

 **Exam Date: March 16, 2013**



Section 2

Staff Qualifications

John Niehaus

Signet Testing Laboratories, Inc.

Personnel Certification

Name: John Niehaus Social Security No.: XXX-XX-4123 Birthdate: May 20, 1956

CERTIFICATIONS				EXAM SCORES - TRAINING					RE-CERTIFICATIONS	
Method	Level	Date	Examiner	Geo.	Spec.	Prac.	Corp.	Hrs.	Expiration Date	Date/Examiner
UT	II	12/14	Mark Reese	90.0	85.0	80.0	85.0	80	12/20	
MT	II	12/14	Mark Reese	90.0	90.0	95.0	92.0	40	12/20	
Percentile Weight Factors Level I				0.3	0.3	0.4				
Percentile Weight Factors Level II				0.3	0.3	0.4				
Percentile Weight Factors Level III				0.3	0.3	0.4				

**PERSONNEL CERTIFIED
IN ACCORDANCE WITH
ANSI/ASNT CP-189 (U) &
ANSI/ASNT CP-1A (MT)**

NOTE: Examiners: M. Reese, ASNT Level III Signatures: Mark Reese (P.E.)

EXPERIENCE:			NON-DESTRUCTIVE TESTING METHODS & HIGHEST LEVEL ATTAINED			
From	To	Company				
12/14	Present	Signet Testing Lab, Inc.	UT & MT Level II			
11/12	12/14	Consolidated Engineering Labs, Inc.	UT & MT Level II			
05/11	11/12	Inspection Services, Inc.	VT			
07/10	05/11	RES Engineers, Inc.	VT & UT			

Passed Eye Examinations*		Education and Training		Location	Date	Length	Subject
See attached Vision Acuity Form dated 12-18-17	American River College			Sacramento, CA	03/13	80	UT
	Consolidated Engineering Labs, Inc.			Oakland, CA	05/13	30	MT

* Near Distance acuity reading determined using Jaeger No. 1 test chart and color vision in accordance with ANSI/ASNT CP 189-2001

3524 BREAKWATER COURT, HAYWARD, CALIFORNIA 94545 (510) 887-8484 PHONE (510) 259-1868 FAX



Visual Acuity Form

Number of: _____ (Printed Order #) Site Code: _____ Date: _____

Last Name: Niehaus First Name: John M: C

Applicant

This form must be submitted for all SCANS/CES/CAAS/ASNT/OSHA/ASHRAE applications ONLY.

NOTE: This completed Visual Acuity Form must be sent to the AWS Certification Department prior to the exam, or at least three (3) days after the application exam date per CAAS/ASNT/OSHA or ASNT for the end of the program requiring a Visual Acuity Exam. Applicant will have met (fulfill) all requirements after the application exam date and before test dates and application mailed, and keep the in company of performing application form. This form may be used for all test, initial, or retest.

Eye Examination

Eye examinations must be administered by an Ophthalmologist, Optometrist, Podiatrist, Registered Nurse or Licensed Physician (licensed in the order specified) medical professional, and must include the date or printing number. Examinations shall be performed within one (1) year of the certification application date, or within one (1) year of the certification application date for renewal or recertification of AWS/ASNT and Level (I) through (IV) for all other programs listed by a Visual Acuity Form.

All applicants must pass an eye examination, with or without corrective lenses, to pass now within limits: (a) length (l) of 12 in. or greater (140.5 cm); (b) width (w) of 12 in. or greater (30.5 cm); (c) distance (d) of 12 in. or greater (30.5 cm).

All applicants must wear a color perception test. Eye examination results must be disseminated to the Visual Acuity Request Form supplied by the AWS Certification Department. No other forms will be accepted.

3. The following must be completed by the eye examiner:

A. Verify the customer's visual acuity is better (3 specifications at a distance of 12 inches or greater/30.5 cm)

Check (the) one (s) of the following for each eye:

20/20 Requires corrective lenses to read length 12 at 12 in. or greater.
 20/30 No correction is required to read length 12 at 12 in. or greater.
 Unable to read length 12 at 12 in. or greater even with attempt at 12 inches.

B. Through a color perception examination, is the applicant colorblind?

Check (the) one (s) of the following for each eye:

No Customer is NOT colorblind.
 Customer IS colorblind.

4. Examiner's Contact Information

Customer Name: MARK W. SCHWENKER, D.D. Date of eye exam: 12/28/17

Examiner Name: John Niehaus Phone Number: _____

Examiner Address: 138 South Main Street

City: _____ State: _____ Zip/Postal Code: _____ Country: _____

4. Examiner professional status check one only

Ophthalmologist Optometrist Medical Doctor Registered Nurse Certified Physician's Assistant

Examiner Signature: John Niehaus License number: CA 10676.T

Visual Acuity Form 1334

August 21, 2017



2.20

347

Gravenstein Elementary School Phase 3
Multi-Use Modernizations and Improvements
Special Testing & Inspection Services

Zantino Ochoa

Senior Special Inspector

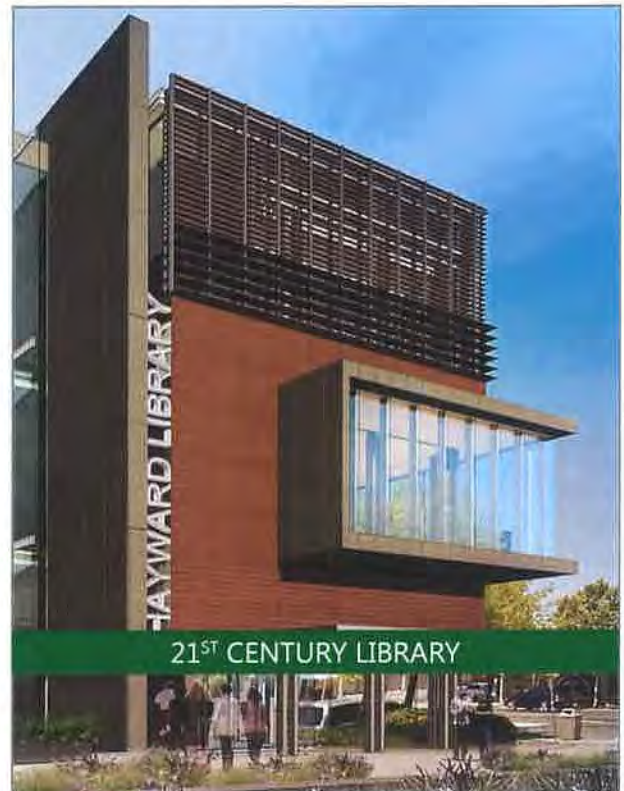
Zantino Ochoa has over 18 years of experience in the construction inspection industry and related fields. He is qualified to provide inspections in the areas of soils, drilled-pier foundations, asphalt paving, aggregate base, concrete, and anchor torque/proof load testing. Along with his technical capabilities, he has a proven track record of fostering clear communication with contractors, engineers, governing agency inspectors and technicians to ensure quality performance and compliance with project specifications and governing codes.

Qualifications & Certifications:

- ACI - Field Testing Technician Grade I #00052274, Exp. 6/29/2018
- Nuclear Gauge Certification
- Caltrans CTMs: 105, 201
- Previous CTMs: 216, 231, 504, 518, 539, 540, 556, 557
- PW Writing/FEMA
- Debris Specialist/FEMA
- OPS 1 Training/FEMA

Project Experience:

- James Logan High School Track and Field Upgrade, Union City, CA
- Hesperian Elementary School, San Lorenzo, CA
- Lorenzo Manor Elementary School, Hayward, CA
- Hillview Crest Elementary School Parking Lot Improvements, Hayward, CA
- Grant Elementary School Parking Lot Improvements, Hayward, CA
- Corvallis Elementary School, San Leandro, CA
- Dayton Elementary School, San Leandro, CA
- Thomas Page Academy, North & South Buildings, Cotati, CA
- University of California, Berkeley - Boalt Law Hall Infill
- Santa Clara Valley Medical Center, San Jose, CA
- 21st Century Library and Community Learning Center, Hayward, CA
- Caltrans District 4 North Bay, Various Locations, CA
- Amgen-AMR-BMX, Fremont, CA
- Mission Boulevard/Warren Avenue/UPRR Railroad Relocation, Livermore, CA
- Schwerin Street/East Vista Avenue Water Main Improvements, Daly City, CA
- Sutter Santa Rosa Parking Lot, Santa Rosa



Zantino Ochoa

CONCRETE	Reinforcing & Embeds Placement Batch Plant Prestressing Ductile Moment Shotcrete Insulating/Gypsum Sample/Test X X X X	NONDESTRUCTIVE TESTING MT ___ PT ___ UT ___ RT ___ FIREPROOFING Placement Sample/Test STRUCTURAL WOOD Shear Diaphragms Sample/Test SOILS X Excavation, Grading, Filling Drilled Piers & Caissons Driven Piles X Nuclear Density X Sample/Test ASPHALTIC CONCRETE X Placement X Batch Plant X Sample/Test
MASONRY	Reinforcing & Embeds Placement & Grouting Sample/Test	
STRUCTURAL STEEL	Fabrication & Erection Visual Welding High Strength Bolting Sample/Test	

Employee No. 084000

THIS IS TO CERTIFY THAT
Zantino Ochoa

IS DULY QUALIFIED TO PERFORM THE DUTIES OF
SPECIAL INSPECTOR AS INDICATED ON THE
REVERSE SIDE OF THIS CARD

EXPIRATION DATE: 12-31-2018

[Signature]
Authorized Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484

ACI Concrete Field Testing Technician - Grade I

ZANTINO J OCHOA

Certification ID #00052274
Expires on: 06/29/2018

Verify at CheckACI.org

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this
CERTIFICATE OF PROFICIENCY
to

Zantino Ochoa

Signet Hayward

who is qualified to perform the following tests:

CTM 105	NO EXPIRATION	CTM 231	EXP 03-20-17
CTM 201	NO EXPIRATION		

Test method & expiration date: _____ Test method & expiration date: _____

David R. Small #94
Certified Independent Assurance (CIA)
Date Issued: 03-20-15

Note: This certificate is valid as long as the Tester complies with applicable regulations in California's Independent Assurance Program Manual.

AUTHORIZED OPERATOR/TRANSPORTER OF PORTABLE MOISTURE/DENSITY GAUGES

Zantino Ochoa

THE ABOVE INDIVIDUAL HAS SUCCESSFULLY COMPLETED THE REQUIRED TRAINING AND IS AUTHORIZED TO USE RADIOACTIVE MATERIAL UNDER THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH, RADIOACTIVE MATERIALS LICENSE NO. 2943-01

[Signature]
RADIATION SAFETY OFFICER

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Chris Davis

Special Inspector

Chris Davis has over three years of experience providing special inspection and materials testing services to a wide variety of projects. His familiarity with testing, surveying, and plan review ensures the construction process is in compliance with all applicable codes, ordinances and project specifications. His growing expertise with concrete and soil, along with his fireproofing and structural steel & bolting experience makes him a valuable project team member.

Qualifications & Certifications:

Evergreen Valley College, San Jose, CA

Military Veteran, United States Navy Submarines,
1988-1992

- ACI - Field Testing Technician, Grade I, #01258963, Exp. 2/9/2018
- ICC - Soils, #8194474, Exp. 3/14/2019
- ICC - Fireproofing, #8194474, Exp. 2/1/2020
- ICC - Structural Steel & Bolting, #8194474, Exp. 11/7/2018
- ICC - Associate Reinforced Concrete, #8194474, Exp. 1/13/2019
- ICC - Structural Masonry, #8194474, Exp. 3/18/2020
- Nuclear Density Gauge Certified

Project Experience:

- El Molino High School - Stadium Modernization, Forestville, CA
- Analy High School - Band Room, Sebastopol, CA
- Alvarado Elementary School Parking Lot Improvements, Union City, CA
- Alvarado Elementary School Solar Power System, Union City, CA
- Cesar Chavez Middle School Solar Power System, Union City, CA
- James Logan High School Track and Field Upgrade, Union City, CA
- Delaine Eastin Elementary Solar Power System, Union City
- Guy Emanuele Jr. Elementary Solar Power System, Union City, CA
- Hesperian Elementary School, San Lorenzo, CA
- Decoto Adult School, Union City, CA
- Corvallis Elementary School, San Leandro, CA
- Lorenzo Manor Elementary School, Hayward, CA
- San Jose/Evergreen Valley College South Campus Development, CA
- University of California, Berkeley - Seismic Retrofit
- University of California, San Francisco



Chris Davis

CONCRETE		NONDESTRUCTIVE TESTING	
<input type="checkbox"/> I-T	Reinforcing & Embeds	MT <input type="checkbox"/> PT <input type="checkbox"/> UT <input type="checkbox"/> RT <input type="checkbox"/>	
<input type="checkbox"/> I-T	Placement	FIREPROOFING	
<input type="checkbox"/> I-T	Batch Plant	<input checked="" type="checkbox"/>	Placement
<input type="checkbox"/>	Prestressing	<input checked="" type="checkbox"/>	Sample/Test
<input type="checkbox"/>	Ductile Moment	STRUCTURAL WOOD	
<input type="checkbox"/> I-T	Shotcrete	<input type="checkbox"/>	Shear Diaphragms
<input type="checkbox"/>	Insulating/Gypsum	<input type="checkbox"/>	Sample/Test
<input checked="" type="checkbox"/>	Sample/Test	SOILS	
<input checked="" type="checkbox"/>	Proofloading Anchor	<input type="checkbox"/>	Excavation, Grading, Filling
<input checked="" type="checkbox"/>	Post-Installed Anchor	<input type="checkbox"/>	Drilled Piers & Caissons
MASONRY		<input type="checkbox"/>	Driven Piles
<input checked="" type="checkbox"/>	Reinforcing & Embeds	<input checked="" type="checkbox"/>	Nuclear Density
<input checked="" type="checkbox"/>	Placement & Grouting	<input checked="" type="checkbox"/>	Sample/Test
<input checked="" type="checkbox"/>	Sample/Test	ASPHALTIC CONCRETE	
STRUCTURAL STEEL		<input checked="" type="checkbox"/>	Placement
<input type="checkbox"/>	Fabrication & Erection	<input type="checkbox"/>	Batch Plant
<input type="checkbox"/>	Visual Welding	<input checked="" type="checkbox"/>	Sample/Test
<input checked="" type="checkbox"/>	High Strength Bolting		
<input checked="" type="checkbox"/>	Sample/Test		

Employee No. 474756

THIS IS TO CERTIFY THAT
Christopher Davis

IS DULY QUALIFIED TO PERFORM THE DUTIES OF
SPECIAL INSPECTOR AS INDICATED ON THE
REVERSE SIDE OF THIS CARD.

EXPIRATION DATE 12-31-2018

Christopher Davis
Authorized Professional Engineer's Signature

3526 Breakwater Court, Hayward, CA 94545 (510) 887-8484

ACI Concrete Field Testing Technician - Grade I

CHRISTOPHER L DAVIS

Certification ID #01258963
Expires on: 02/09/2018



Verify at CheckACI.org

My Professional Information:

- Last, First MI: **Davis, Christopher**
- Certified under this name: **Christopher Davis**
- City, State Zip: **San Jose, CA 95111-3176**
- Certification Type(s): **Reinforced Concrete Special Inspector Associate (expires 01/13/2019)**
- Structural Masonry Special Inspector (expires 03/18/2020)**
- Spray-applied Fireproofing Special Inspector (expires 02/01/2020)**
- Soils Special Inspector (expires 03/14/2019)**
- Structural Steel and Bolting Special Inspector (expires 11/07/2018)**



Section 3

Fees & Scope

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Project Understanding

As noted in the project documents provided (and as recaptured here) we understand the project will consist of remodeling of the existing multi-use building to include:

- food service, platform access, restrooms, utilities and mechanical equipment
- exterior re-roofing, equipment replacing
- flashing and other associated improvements as noted in the project documents

DSA/LEA Special inspection and material testing for this project is limited to:

1. Infill existing door opening as per 9/S1.2
 - a. Load testing of post installed anchors by Signet
 - b. Installation inspections typically by IOR/PI
2. Infill existing window opening as per detail 8/S1.2
 - a. No special inspection need for these window infill
3. Stage framing at stair as per detail 1/S2.1 & 2/S2.1
 - a. Screw anchors load testing by Signet
 - b. Installation inspections by IOR/PI
4. Miscellaneous post installed anchors as noted in "A" plans
 - a. Load testing by Signet, installation inspections by IOR/PI
5. No other Signet testing and/or inspections were noted on project structural plans

Scope of Services

Based on our review of the available project documents, we have identified the following special inspections and materials testing services that we have included and excluded from this proposal.

Scope of Work Inclusions

1. Load tests of post installed anchors/dowels – epoxy and/or expansion
 - Verify correct load was applied to expansion anchors/epoxy dowels during installation process
2. Other – management oversight, administrative and technical support – progress reports, final reports, etc.

Scope of Work Exclusions

1. Geotechnical Design Recommendations (by G.E. of Record)
2. Structural Observations (by S.E. of Record)
3. Post installed Anchors/Dowels: Installation inspections
 - a. (by IOR/PI and has been excluded from this estimate)
4. Wood Framing Inspections: shear walls, nailing fasteners, sheathing, hold-downs & etc.
 - a. (by IOR/PI and has been excluded from this estimate except GLB fabrication at plant or in the field which will be provided by Signet)
5. Any other inspections and/or testing not specifically addressed above*

**These services can be provided by Signet if requested.*

If the scope of work outlined is not accurate or has changed, please inform us immediately and we will revise our estimate for materials testing and special inspection for this project.

The attached estimate is based on our review of the available project plans from:

- DSA form 103 dated 2/26/18
- AXIA Architects (A/S plans) dated 2/26/18
- AXIA Architects Project Spec Book dated 2/27/18

Div. 3	Post Installed Dowels/Anchors	Estimated Units	Rate	Amount
Installation Inspections (typically by IOR/PI):				
	Installation of post installed dowels/anchors (typically by IOR/PI)	- \hours	\$ 87.00	\$ -
Load Testing Services:				
	Load Testing of Post Installed Anchors & Dowels & Skylight	16 \hours	\$ 87.00	\$ 1,392.00
	Load Testing Equipment	16 \hours	\$ 15.00	\$ 240.00
Laboratory & Engineering Services:				
	Mix Design, Engineers Review & DSA Box Updates	4 \hours	\$ 165.00	\$ 660.00
	DSA Final Report	1 \each	\$ 500.00	\$ 500.00
Subtotal:				\$ 2,792.00
Base Professional Services Estimated Total:				\$ 2,792.00
Project Administration:				\$ 195.00
Project Staff Load & Cost Summary			Hours	Cost
Post Installed Dowels/Anchors:			16	\$ 2,792.00
Project Administration:			-	\$ 195.00
Special Inspection Staff Loaded Schedule:			16	\$ 2,987.00

Additional Comments:

- The unit rates for laboratory testing include all required laboratory technician costs, sample storage and disposal charges.
- Regular work day is from 7:00 am to 4:00 pm, Monday - Friday. Inspector
- This estimate was based upon review of the available project documents consisting of the DSA form 103 dated 2/26/18, AXIA Architects (A/S plans) dated 2/26/18, AXIA Architects Project Spec Book dated 2/27/18, and emails provided by the client. A detailed construction schedule was not available at the time we prepared our estimate. Upon receipt and request of additional information, we can update our fees estimate.
- Services will be performed on a time and material basis in accordance with this estimate and our current schedule of fees and services, including the general conditions contained therein. An administration fee of seven percent will be added to all invoices. Other billable expenses include equipment, trip/mileage, parking, toll charges and portal to portal charges. Standard payment terms are net-30 days; therefore, all payments are due 30 days from the date of invoice. Accounts are considered past due thereafter and may be assessed a finance charge of one and a half percent per month service charge (eighteen percent per annum).
- Labor rates are based upon Union wage requirements. Union (OE3) annual increases will apply when implemented.
- Special Inspection and Testing scope is per the 2013 CBC, Section 1701.1-9 (Section 1705.3.1).

SCOPE OF WORK EXCLUSIONS

- Geotechnical Design Recommendations (by G.E. of Record)
- Structural Observations (by S.E. of Record)
- Post installed Anchors/Dowels: Installation inspections
 - (by IOR/PI and has been excluded from this estimate)
- Wood Framing Inspections: shear walls, nailing fasteners, sheathing, hold-downs & etc.
 - (by IOR/PI and has been excluded from this estimate except GLB fabrication at plant or in the field which will be provided by Signet)
- Any other inspections and/or testing not specifically addressed above*

*These services can be provided by Signet Testing Labs if requested.

2017-2018 SCHEDULE OF FEES AND SERVICES

PROFESSIONAL SERVICES

1000	Expert Witness.....	\$360.00/hour
1005	Principal Engineer.....	210.00/hour
1010	Geotechnical Engineer.....	185.00/hour
1015	Project Engineer / Executive.....	175.00/hour
1020	Staff Engineer.....	165.00/hour
1025	Project Manager.....	165.00/hour
1030	Quality Control Manager.....	155.00/hour
1032	Lead Construction Inspector /Resident Inspector.....	145.00/hour
1035	Laboratory Technician.....	115.00/hour
1040	Technical Assistant, Administrative, Draftsman.....	85.00/hour

INSPECTION AND TESTING SERVICES

Soils / Asphalt Concrete:

2001	Soil Compaction Testing & Observation.....	\$95.00/hour
2104	Soils Observation & Sampling w/o compaction.....	95.00/hour
2102	AC Compaction Testing & Observation.....	95.00/hour
2111	AC Placement Obs. & Sampling w/o compaction.....	95.00/hour
2105	AC Batch Plant Inspection / Sampling.....	95.00/hour
2110	Material Sampling / Transportation.....	95.00/hour
2205	Pile / Pier Installation Observation.....	135.00/hour

Portland Cement Concrete / Shotcrete / Gunite:

3103	Concrete Placement Inspection.....	\$95.00/hour
3104	Concrete Sampling Only.....	95.00/hour
3105	PCC Batch Plant Inspection.....	95.00/hour
3110	NS Grout Inspection / Sampling.....	95.00/hour
3123	Prestressed Concrete Pile Plant Inspection.....	95.00/hour
3503	Shotcrete / Gunite Placement Inspection.....	95.00/hour
3501	DSA Shotcrete / Gunite Placement Inspection.....	135.00/hour

Reinforcing Steel / PT Strand:

3102	Rebar Placement Inspection.....	\$95.00/hour
3609	Rebar / PT Strand ID Sampling / Tagging.....	95.00/hour
3208	PT Strand Stressing Inspection.....	95.00/hour

Masonry:

3701	DSA Continuous Masonry Inspection.....	\$135.00/hour
3703	Continuous Masonry Inspection.....	95.00/hour
3706	Masonry Brick / Veneer Inspection.....	95.00/hour
3710	Periodic Masonry Inspection.....	95.00/hour
3715	Masonry Sampling / Tagging.....	95.00/hour

FIELD TESTING EQUIPMENT RATES

1610	Anchor Load / Epoxy Tester / Torque Wrench.....	\$20.00/hour
1611	Nuclear Gauge or Sand Cone.....	20.00/hour
1612	Skidmore Wilhelm H S. Bolt Calibrator.....	35.00/hour
1613	UT / MT / PT Gauge.....	20.00/hour
1614	Floor Flatness.....	55.00/hour
1615	Paint Coating Gauge / Moisture Meter.....	15.00/hour

Structural Steel:

5101	Field Welding Inspection.....	\$95.00/hour
5103	High Strength Bolting Inspection.....	95.00/hour
5104	Field UT Testing.....	95.00/hour
5105	Field MT Testing.....	95.00/hour
5106	Field PT Testing.....	95.00/hour
5201	Shop Welding Inspection.....	95.00/hour
5202	Shop MT Testing.....	95.00/hour
5203	Shop PT Testing.....	95.00/hour
5204	Shop UT Testing.....	95.00/hour
5205	Shop Material ID.....	95.00/hour

Spray-Applied Fire Resistive Materials (SFRM) Fireproofing:

6002	SFRM Application of SFRM.....	\$95.00/hour
6002	SFRM Field Measure Thickness.....	95.00/hour
6002	SFRM Sampling.....	95.00/hour
6003	SFRM Bond Strength Testing.....	95.00/hour

Roof / Wood / Waterproofing Division:

7003	Built-up Roofing Placement Inspection.....	\$130.00/hour
7004	Diaphragm Nailing Inspection.....	95.00/hour
7005	Shear Wall Nailing Inspection.....	95.00/hour
7060	Waterproofing Inspection.....	145.00/hour

Specialty Testing Division:

9001	Anchor Load / Torque Testing.....	\$95.00/hour
9006	Witness Dowel / Anchor Installation.....	95.00/hour
9008	Pachometer.....	145.00/hour
9007	Schmidt Hammer Testing.....	145.00/hour
9011	Ground Penetrating Radar Survey (GPR).....	195.00/hour
8161	Floor Flatness Survey (Dipstick).....	165.00/hour
8220	Moisture Vapor Emission Testing.....	135.00/hour
7062	Moisture Content Testing.....	145.00/hour
9703	Coatings Inspection.....	145.00/hour
3108	Coring Technician, One Man.....	195.00/hour
9705	Specialty Technician (FRP, Profometer, etc).....	185.00/hour

Sample Pick-Up and Equipment Transport:

0209	Pick-Up / Delivery.....	\$85.00/hour
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Transportation of samples when scheduled outside of normal business hours will incur premium rates and 4 hour minimums.

Note: Above rates shall be defined as "Basic Rates"; these rates do not include any applicable premium rates as presented in the Basis of Charges.

1617	Ground Penetrating Radar.....	\$65.00/hour
1618	Pachometer / Profometer / Schmidt Hammer.....	25.00/hour
1619	Coring Equipment (Drill, bits, generator, etc.).....	65.00/hour
1620	Core Barrel Usage (per inch drilled).....	9.00/inch
1621	Fireproofing Cohesion / Vapor Emission / RH.....	75.00/each
1622	FRP Test Pucks.....	55.00/each

BASIS OF CHARGES

Signet is signatory to a labor agreement with Operating Engineers Local Union No. 3 (OE3) and our inspection and testing personnel are members of OE3. With consideration of Prevailing Wage requirements, as determined by the California Department of Industrial Relations, and the labor agreement with OE3, we have minimum charges for field services and premium time rates that correspond to labor costs as set within the prevailing wage determination, OE3 labor agreement requirements, and our overall cost structure. Including:

<u>Minimums & Increments:</u>	<u>Hours</u>
Show-Up Cancellation Time*	2
Sample Pick-Up & Equipment Transport	2
Work Performed 0-4 hours	4
Work Performed 4-8 hours	8
Work + 8 hours	2
When required to work thru lunch	0.5 Hr @ 2X Basic Rate
Project Minimum Charge	\$885.00

* Show-up time for scheduled work with no work performed and notice of cancellation of less than 4 hours (notice must be provided by telephone to our dispatcher during normal business hours of 7 AM to 4 PM). Premium time rates will apply for work performed outside of normal business hours.

Premium Charges Added to Hourly Rates*:

Shift Differential**	Rate + 20%
Over 8 hours on Weekdays	1.5 x Basic Rate
First 8 hours on Saturday	1.5 x Basic Rate
Over 12 hours on Weekdays	2 x Basic Rate
Over 8 hours on Saturday	2 x Basic Rate
Sunday and Holidays	2 x Basic Rate

* Shall also apply to Professional Services Staff
 ** For shifts beginning after 2:00 PM or before 4:00 AM where more than 5 consecutive days of service is scheduled for the shift inspector. Less than 5 days of consecutive shift work will result in additional charges including OT and DT due to rescheduling staff around normal workday schedules

As required to accommodate the construction schedule, Signet may use contract special inspectors to augment our staff. Inspections performed by contract providers will be billed as specified for Signet employees.

Travel Time:

Services, including mileage and travel time, are charged portal to portal from point of dispatch. Travel time will be invoiced in accordance with the associated service rate and when applicable include any premium charges associated with performing the work. Where specialty equipment is required, such as a nuclear density gauge which must be stored at our State licensed facility, or proof-load test equipment, the inspector's or technician's reporting location is the laboratory.

Our Fee Schedule and project specific rates are valid through June 30 of each year and are subject to a minimum increase of 3.0 – 5.0% on July 1. For services performed after June 30 fees for any on-going projects will be subject to this increase based on OE3 labor and benefits increases and cost of living adjustments.

Final Reports (Special Inspection Projects Only):

0215	Engineer's Final Report Letter	\$350.00 Each
0216	DSA/OSHPD Verified Report	500.00 Each

Reimbursable Expenses:

0217	Trip Charge (25/mile radius of Signet office)	\$85.00/Trip
0218	Trip Charge (25-50/mile radius of Signet office)	95.00/Trip
0218	Trip Charge (50/mile + of Signet office)	145.00/Trip
0208	Mileage (beyond 50-mile radius of Signet office)	0.75/Mile
1201	Travel Time	Service Rate
0206	4-Wheel Drive Vehicle (when required)	50.00/Day
0206	Specialty Vehicle Charge (when required)	Cost +20%
0221	Project Laptop Computer / Tablet	20.00/Day
0205	Per Diem (or Cost + 20% whichever is greater)	140.00/Day
0207	Equip. Rental / Cure Box / Notary / Expenses	Cost + 20%
0105	Outside / Subcontracted Services	Cost + 20%
0204	Parking / Tolls	Cost + 20%

Expedited Services (Rush Charge):

Where laboratory tests are to be performed on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples) the expediting fee is 100% of the associated unit rate. Same day request for engineering, technical or field inspection service and accelerated final report processing shall be billed an expediting fee of 50% of the associated unit rate.

Project Coordination, Engineering, and Management:

1. A minimum of one-half hour per week of Project Engineer / Manager is charged for review of daily field reports and preparation of a single summary report
2. Project Engineer / Manager including review of contractor submittals, laboratory test results, and other professional services are billed two-hour minimum/increment
3. Special Handling Fee will be added to all invoices for Client required customization to standard processes such as billing, certified payroll, pay applications special dispatch requests, etc. 3%
4. Project Administration Fee will be added to all invoices to cover project administration costs related to office project coordination, standard dispatch, report processing, typing, postage, and on-line access to all reports. 15%

Invoices will be submitted on a bi-weekly basis and are due upon receipt. Unpaid invoices aging beyond 30 days of the invoice date are subject to late charges equal to 1.5 % per month until paid. All services are billed on a time and material basis in accordance with this schedule of fees and/or, if provided, a project specific fee proposal. It is the client's responsibility to notify Signet in writing prior to the start of work affected by Prevailing Wage requirements that may be imposed on the project. Failure to properly notify Signet will result in customer being responsible for all fees, penalties, or other costs associated with meeting these requirements. In addition, all affected rates will be increased 30 percent to account for additional costs to comply with prevailing wage requirements not identified in advance of submitting this schedule of fees and/or our project specific fee proposal.

LABORATORY TESTING

SOILS AND AGGREGATES

Aggregate Property Tests:

Acid Solubility	
4260	\$200.00 each
Aggregate Angularity AASHTO T304	
4245 Fine Aggregate	255.00 each
Clay Lumps and Friable Particles ASTM C142	
4211	185.00 each
Cleanliness Value CTM 227	
4213 1" x #4 (or finer)	225.00 each
4214 1-1/2" x 3/4"	425.00 each
4290 2-1/2" x 1-1/2"	750.00 each
4291 Pit Run	360.00 each

Crushed Particles (percent) CTM 205	
4225	195.00 each

Durability Index CTM 229	
4230 Course Fraction	265.00 each
4231 Fine Fraction	265.00 each

Flat and Elongated Particles ASTM D4791	
4224	195.00 each

Los Angeles (LA) Abrasion and Impact ASTM C131/CTM 211	
4219 500 revolutions	295.00 each
4220 100 & 500 revolutions	395.00 each

Los Angeles (LA) Abrasion and Impact ASTM C535	
4221 (for large size coarse aggregate) 1000 revolutions	495.00 each

Mohs Hardness	
4261	295.00 each

Organic Impurities in Fine Aggregates ASTM C40 / CTM 213	
4209	165.00 each

Relative Mortar Strength Of Portland Cement Concrete Sand CTM 515	
4270	675.00 each

Sand Equivalent ASTM D2419/CTM 217	
4212	245.00 each

Soundness of Aggregates ASTM C88/CTM 214	
4207 by use of sodium or magnesium sulfate, fine or coarse, 5 cycles (billed per fraction, minimum charge \$350.00)	195.00 each

Specific Gravity & Absorption	
4215 Fine Aggregate ASTM C128/CTM 207	195.00 each
4216 Course Aggregate ASTM C127/CTM 206	195.00 each

Unit Weight (Bulk Density) and Voids in Aggregate ASTM C29/CTM 212	
4210 Unit weight (average of 3 tests)	195.00 each

Voids in Mineral Aggregate CTM LP-2	
4246 Calculated	165.00 each

Compaction Characteristics - Moisture / Density Relationships:

Standard Proctor ASTM D698 / AASHTO T99	
2237 4" mold	\$365.00 each
2238 6" mold	395.00 each
2242 Checkpoint for identification of material	195.00 each

Modified Proctor ASTM D1557 / AASHTO T180	
2239 4" mold	365.00 each
2240 6" mold	395.00 each
2242 Checkpoint for identification of material	195.00 each

Rock Correction of Moisture/Density Curve ASTM D4718	
4208	185.00 each

California Impact CTM 216	
2243	385.00 each

Classification and Index Tests:

Atterberg Limits (Plasticity Index) ASTM D4318	
2225 Dry Prep Method B	\$285.00 each
2226 Wet Prep Method A	295.00 each

Classification of Soils (Unified Soil Classification System ASTM D2487	
2234 Visual Classification	85.00 each
2269 Stiffness by Torvane/Pocket Penetrometer	85.00 each

Moisture Content ASTM D2216	
2221 Individual test	65.00 each

Moisture and Density ASTM D7263b	
2222 Sample Diameter to 3"	135.00 each
2223 Sample to 6" Diameter	175.00 each

Organic Content of Peat and Other Organic Soil ASTM D2974	
2233	225.00 each

Particle Size Analysis ASTM C136/CTM 202	
4203 Coarse aggregate (#4 to 1-1/2" maximum)	225.00 each
4204 Coarse aggregate (#4 to 3")	295.00 each
4205 Total sieve coarse and fine (to 1-1/2" maximum)	395.00 each
4206 Fine aggregate (#4 to #200 w/wash)	195.00 each
4226 Sieve analysis pit run with #200 wash	365.00 each
4202 #200 Wash on Aggregate ASTM C117	195.00 each
2227 #200 Wash on Soil ASTM D1140	195.00 each

Particle Size Analysis ASTM D422	
2228 Sieve (from 1/2" to #200)	195.00 each
2229 Sieve (from 1-1/2" to #200)	295.00 each
2230 Sieve (from 3" to #200)	275.00 each
2231 Hydrometer test w/ sieve D422/ CTM 203	385.00 each

Fees & Scope

pH of Soil CTM 643/AASHTO T-228	
4402	165.00 each
Pinhole Test (Classification of Dispersive Clay) ASTM D4647	
2235	575.00 each
Porosity (Total)	
4280 Includes ASTM D7263 & ASTM D854	225.00 each
Specific Gravity Of Soils	
4228 by hydrometer ASTM D854/CTM 203	245.00 each
2232 (#4) by pycnometer ASTM D854/CTM 209	225.00 each

GEOTECHNICAL LABORATORY

Consolidation Properties:

2256 Consolidation (1 cycle, 1 time rate) ASTM D2435	\$385.00 each
2257 For each additional Time-Rate curve	165.00 each
2258 Unload-Reload loop (per point)	75.00 each
2259 Trim to test from 3" sample	65.00 each

Expansion & Collapse Tests:

2261 Expansion Index UBC / ASTM D4829	\$390.00 each
One-Dimensional Swell or Collapse ASTM D4546	
2210 Method A (4-point curve)	900.00 each
2211 Method B	340.00 each
2212 Method C	360.00 each
2263 Collapse potential ASTM D5333	200.00 each
2264 Shrink-Swell ASTM D3877	225.00 each
2265 Expansion pressure free swell ASTM D3877	185.00 each

Hydraulic Conductivity:

Flexible Wall ASTM D5084 (2 - 3")	
2250 Sandy soil	\$395.00 each
2251 Clayey soil	465.00 each

Soil Strength Tests:

California Bearing Ratio ASTM D1883	
4240 3 points without compaction curve	\$825.00 each
Resistance "R" Value ASTM D2844/CTM 301	
4232 Untreated material	395.00 each
4234 Cement, lime, or other additives field sample	455.00 each
4233 Cement, lime, or other additives laboratory mixed	475.00 each
Direct Shear Tests, per point (2.5" diameter)	
2278 Unconsolidated-Undrained UU	225.00 each
2279 Consolidated-Undrained CU	265.00 each
2280 Consolidated-Drained CD (sandy soil) ASTM D3080	295.00 each
2281 Consolidated-Drained CD (clayey soil)	325.00 each
Triaxial Tests, Per Point (2.5" Diameter)	
2270 Unconsolidated-Undrained TX-UU ASTM D2850	195.00 each
2271 TX-UU over 70 psi ASTM D2850	185.00 each
2274 Consolidated-Undrained TX-CU ASTM D4767	285.00 each
2272 TX-CU with pore pressure TX-CU-PP ASTM D4767	495.00 each
2277 Staged 3-point TX-CU-PP with pore pressure	1,450.00 each

2273 Consolidated-Drained TX- CD (sandy soil) USACE	795.00 each
2275 For multi-stage, each additional stress level	345.00 each
2290 Back pressure saturation	165.00 each

Unconfined Compressive Strength

2267 Cohesive soil ASTM D2166	125.00 each
4241 Soil-Cement cyl. (mixed in the lab) ASTM D1633	225.00 each
4242 Soil-Cement cyl. (field mixed) ASTM D1633	200.00 each
4243 CTB (mixed in the lab) ASTM D1633	225.00 each
4244 CTB (field mixed) ASTM D1633	200.00 each

Cement Treated Base (CTB) Mix Design:

2291 Moisture-Density Relations of Soil-Cement Mixture (each cement content) ASTM D558	\$395.00 each
2292 Particle Size Analysis ASTM C136	365.00 each
2293 Soundness of Aggregates by use of sodium or magnesium sulfate, fine or coarse, 5 cycles (billed per fraction, minimum charge \$250.00) ASTM C88	175.00 each
2294 LA Abrasion ASTM C131 100 & 500 revolutions	395.00 each
2295 Wetting & Drying Soil-Cement Mixtures ASTM D559	950.00 each
2296 Freeze & Thaw Soil-Cement Mixtures ASTM D560	1,350.00 each
4243 CTB Comp. Strength (each cement %) ASTM D1633	265.00 each
4250 Cement Treated Base Mix Design Report	650.00 each

Lime Treated Soil Mix Design:

2286 Soil-Lime Proportion ASTM D6276	\$450.00 each
4247 Lime Treated Soil at 1 moisture Content CTM 373	765.00 each

Additional Costs:

2282 Preparation for 3" diameter specimen	\$85.00 each
2283 Remold test specimen	110.00 each
2284 For multi-stage, each additional stress level	95.00 each
2285 For each re-shear cycle	105.00 each
2244 Photos	45.00 each
9801 Foreign Soil Sterilization and Disposal	125.00 each
9802 Sample Storage	QOR
9803 Shipping of samples, liners or containers	Cost +20%
9804 Special handling of contaminated samples	QOR
	Quote On Request (QOR)

ASPHALTIC CONCRETE

CTM 304/366/305	
4101 Stabilometer value of lab mixed sample	\$665.00/point
4102 Stabilometer value of premixed sample	595.00 each
4103 Swell test of bituminous mixture	295.00 each
CTM 304/307	
4113 Moisture vapor susceptibility including stabilometer (2 specimens)	295.00 each
CTM 382/D6307	
4129 Bitumen content of paving mixture by ignition oven (subject to environmental disposal surcharge)	365.00 each
4104 Correction Factor	355.00 each
ASTM D5444/CTM 202	
4105 Gradation of extracted sample including #200 washes	365.00 each

Fees & Scope

ASTM D1559		ASTM C469	
4106 Marshall test, premixed sample 3 specimen.....	\$350.00 each	9314 Static Young's modulus of elasticity in compression of 6" diameter x 12" cylindrical specimen.....	425.00 each
4107 Marshall test, lab mixed 3 specimens.....	450.00 each	3119 Splitting tensile test, 6" diameter x 12" cylinder.....	95.00 each
4109 Mix Design: Marshall Method - no aggregate.....	2,600.00 each	ASTM C512	
4112 Mix Design: Marshall Method - with aggregate.....	3,200.00 each	9315 Creep of Concrete in compression (by project quote)...	\$1,700.00/min
4110 Mix Design: Hveem method - no aggregate.....	2,400.00 each	9316 Equilibrium Density ASTM C567..	195.00 each
4111 Mix Design: Hveem method - with aggregate.....	2,900.00 each	ASTM C42/C39	
4138 Marshall RAP Mix Design w/ Agg. Tests, AI MS-2.....	4,000.00 each	3118 Compression test concrete cores.....	95.00 each
4139 Calltrans RAP Mix Design w/ Agg. Tests, CTM 367.....	3,600.00 each	3510 Shotcrete core compressive strength.....	125.00 each
CTM 308/ASTM D2726		ASTM C78/C293	
4114 Specific gravity of compacted sample.....	195.00 each	3135 Flexural strength of concrete, 6" x 6" x 24" specimen.....	165.00 each
CTM 308AASTM /D1188		ASTM C157 (MODIFIED)	
4115 Specific gravity of AC - paraffin coated.....	225.00 each	3115 Volume change of concrete, per set of 3 (drying shrinkage test), up to 28 days drying (excludes trial batch).....	565.00 each
CTM 304/375		ASTM C109	
4128 Test maximum density (TMD), set of 5 specimens.....	465.00 each	3113 Compression Tests, 2" cube specimen.....	65.00 each
ASTM D2041		ASTM C192	
4116 Rice Gravity.....	265.00 each	3136 Laboratory Trial Batch (by project quote).....	1,500.00/min
ASTM D1075		MASONRY	
4133 Index of retained strength, pre-mix.....	600.00 each	ASTM C140	
4134 Index of retained strength, lab mix.....	880.00 each	9401 Gross Area Compression.....	\$125.00 each
4125 Index Retained Stability - pre mix.....	600.00 each	9405 Net Area Compression.....	115.00 each
4126 Index Retained Stability - lab mix.....	750.00 each	9402 Absorption and moisture content (*).....	195.00 each
ASTM D4867/AASHTO		9403 Linear shrinkage (rapid method) (*).....	310.00 each
4127 Tensile strength ratio, pre-mix.....	1,200.00 each	ASTM C426	
4117 Tensile strength ratio, lab mix.....	1,600.00 each	9406 Linear shrinkage (ASTM C426) (*).....	425.00 each
CTM 303		9408 Unit Weight (*).....	145.00 each
4119 CKE Coarse.....	195.00 each	9404 Dimensional measurement/Equivalent web thickness (*)	125.00 each
4120 CKE Fine.....	195.00 each	UBC Standard	
4132 Filmstripping, CTM 302.....	245.00 each	3711 2" x 4" mortar cylinder.....	65.00 each
4121 ATPB mix (grade, remix @ 2/2.5/3%).....	465.00 each	3713 Grout sample.....	65.00 each
4122 Open graded mix evaluation (grade, recombine, mix @ 3 oil %s, filmstripping), CTM 368.....	495.00 each	3708 Composite prism.....	195.00 each
CTM 370		ASTM C1006	
4123 Moisture content of AC by microwave oven.....	125.00 each	9407 Splitting tensile (*).....	125.00 each
4135 Calculate Voids Filled with Asphalt, CTM LP-3.....	85.00 each	3717 Compression Test of CMU Core (CBC Title 24).....	95.00 each
4136 Calculate Dust Proportion, CTM LP-4.....	85.00 each	3718 Shear Test of CMU Core (both face) (CBC Title 24).....	125.00 each
4137 Calculate Air Voids of HMA, CTM 367.....	95.00 each	ASTM C531	
CONCRETE / SHOTCRETE		9317 Linear Shrinkage & Coefficient of Thermal Expansion.....	600.00 each
ASTM C39/C567		BRICK	
3111 Compression tests, 6" x 12" and 4" x 8" molded cyls.....	\$35.00 each	ASTM C67	
3112 Unit weight on concrete cylinder.....	95.00 each	9409 Compression test.....	\$95.00 each
3116 Cylinder Molds (Concrete / Grout / Mortar).....	10.00 each	9411 Absorption test, saturation coefficient.....	115.00 each
3120 Compression Test Samples Cast by Others.....	70.00 each	9306 Modulus of rupture.....	95.00 each
ASTM C495			
3117 Lightweight insulating concrete (3" diameter x 6" cylinder) Compression tests.....	65.00 each		

CLAY ROOFING TILE

9418 UBC Standard 32-12 Breaking Load.....	\$165.00 each
9419 Water Absorption by 24-hour Oven Drying (extra charge for cutting/preparation).....	155.00 each

BUILT-UP ROOFING

7026 Basic weight analysis.....	\$365.00 each
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ASTM D2829

7025 Ply separation and complete roof analysis.....	625.00 each
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FIREPROOFING

6004 Density of sprayed-on fireproofing.....	\$175.00 each
6005 Moisture Content of Sprayed-on Fireproofing.....	125.00 each

STRUCTURAL STEEL AND CARBON STEEL

(Sample preparation and machining not included)

Tensile Testing - yield, ultimate, elongation

9510 To 1" material thickness, inclusive.....	\$145.00 each
9517 Over 1" up to 1-1/2" thickness.....	165.00 each
9539 Over 1-1/2" thickness.....	225.00 each
9519 End-Welded "Nelson" Studs.....	165.00 each

Cold Bend Testing:

9511 To 3/4" material thickness.....	125.00 each
9518 Over 3/4" up to 1-1/4" thickness.....	165.00 each

Flattening Tests on Pipe:

9508 To 10" diameter and 3/4" max. wall.....	145.00 each
--	-------------

9543 Guided Side, Root or Face Bends and T-Break.....	95.00 each
9601 Standard Welder Qualification Test.....	565.00 each
9605 Macroetch Examination.....	225.00 each

REINFORCING STEEL

Tensile Testing Full Section (yield/ultimate/elongation)

9501 Bar Size through #8.....	\$155.00 each
9502 #9 through #11.....	225.00 each
9503 #14.....	275.00 each
9504 #18.....	295.00 each
9552 Coupled rebar through #11.....	225.00 each
9553 Coupled rebar through #14.....	295.00 each
9554 Coupled rebar through #18.....	325.00 each
9509 Cold Bend Testing on Bar Size #11 and smaller.....	155.00 each
9529 Cold Bend Testing on Bar Size #14.....	165.00 each

POST-TENSION / PRESTRESS 7-WIRE STRANDS

Seven-wire strands, ASTM A416, for 1/4" through 1/2" strands

9304 Breaking strength only.....	\$365.00 each
9305 Yield strength, breaking strength & elongation.....	395.00 each

MECHANICAL TESTING OF METALLIC PRODUCTS

(sample preparation and machining not included)

9544 Yield strength, tensile, elongation, R/A for 1/2" diameter or sub-size reduced-section specimen.....	\$225.00 each
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Hardness Testing (3 points/sample)

9513 Rockwell / Brinell.....	125.00 each
------------------------------	-------------

Charpy Impact Testing (minimum of 3 specimens):

9520 Room Temperature.....	65.00 each
9521 To minus 100 degrees Fahrenheit.....	95.00 each
9522 To minus 150 degrees Fahrenheit.....	125.00 each

HIGH STRENGTH BOLTS, NUTS AND WASHERS

(Sample preparation and machining not included)

ASTM A325, A490 AND A449

Bolts: to 1-1/8" diameter inclusive

9526 Proof load.....	\$95.00 each
9514 Ultimate Tensile.....	70.00 each
9515 Hardness (Rockwell) (*) including sample preparation.....	105.00 each

Nuts: to 1-1/8" inclusive

9535 Proof load.....	95.00 each
9536 Hardness (Rockwell) (*) including sample preparation.....	105.00 each

Washers: all sizes

9536 Hardness (Rockwell) (*) including sample preparation.....	105.00 each
9516 Carburization Depth.....	80.00 each

ASTM F959

9537 Load Indicator Washers (LIW), proof load.....	85.00 each
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SPECIALTY TESTING

ASTM A90

9700 Weight of galvanized coating (subject to environmental disposal fee).....	\$165.00 each
9701 Other materials-aluminum, brass, bronze, fiberglass, etc.....	65.00 each

MISCELLANEOUS

9903 Calibration of hydraulic ram system (single ram, one pressure gauge to 30 tons).....	250.00 each
9904 Calibration of hydraulic ram system (single ram, one pressure gauge to 100 tons).....	350.00 each
9805 Fiber Reinforced Polymer Tensile / Elongation.....	750.00 each

GENERAL TERMS AND CONDITIONS

1. **Access.** Client is responsible for providing Signet access to the project or facility site as well as safe access to all inspection/testing locations (via suitable ladders, etc.).
2. **Scheduling and Cancellation.** All inspection services must be scheduled at least 24 hours in advance. For inspections within a 75-mile radius of the applicable Signet office or facility, there is no charge for cancellation if made at least 24 hours in advance.
3. **Coordinated Inspections.** If Signet or its agents will be performing in-shop inspections of fabrication or assembly, Signet may perform coordinated inspections and bill accordingly. Where continuous inspections are mandated, a continuous presence in the assembly/fabrication facility is required.
4. **Final Affidavit.** The final inspection report (affidavit) will be issued on the 10th working day following the request for the affidavit by the client's project representative. However, any outstanding issues of inspection, testing, and accounting (payments) must be resolved to Signet's satisfaction prior to release of the affidavit. Outstanding issues may include, but are not limited to, approved resolution of Non-Conformance Reports and Requests for Information, 28-day concrete test results, and payment in full for services.
5. **Anticipated Costs.** Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by Signet are NOT "guaranteed maximums", "lump sums", or "not-to-exceed" totals. Client will compensate Signet for all services performed.
6. **Terms of Payment.** (a) Invoice(s) shall be submitted bi-weekly, payments are due within thirty (30) days from date of invoice without retention. Overdue payments are subject to a late payment charge of 1.5% of the invoice amount plus interest at 1.5% per month until all overdue amounts, late charges and interest are fully paid. No dispute shall excuse Client from timely payment of all invoice amounts except amounts specifically disputed by Client in good faith. (b) Signet reserves the right to suspend the services without notice if all invoices are not paid when due, and to terminate the services if all invoices are not fully paid within five (5) days after written notice to Client of Signet's intent to so terminate. Upon any such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against Signet, its subsidiaries, affiliates, servants and agents, for suspension or termination of services pursuant to this paragraph. (c) Should Signet refer a past due account to an attorney or collection agency or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs.
7. **Warranty.** Signet warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. Customer's sole remedy for breach of this warranty shall be for Signet to re-perform its services of non-conforming items, provided Client provides written notice to Signet within one (1) year after performance of the non-conforming services. This warranty and remedy is exclusive and is in lieu of any other warranty or representation, express or implied.
8. **Working Conditions and Escalation.** Signet is subject and/or signatory to one or more agreements with the International Union of Operating Engineers, AFL-CIO covering inspection and testing personnel (the "Labor Agreement"). Working conditions and hours will be enforced in accordance with the applicable Labor Agreement. Compensation for Signet services is subject to adjustment on July 1st of each year to cover any increase in Signet's cost due to changes in wages, benefits, working conditions and other provisions of the Labor Agreement or a successor labor agreement, plus corresponding changes in our general administrative and overhead expense. Signet will notify Client of these adjustments which shall become the agreed upon basis for the continuation of services by Signet.
9. **Insurance.** Signet carries all insurance required by law. Additional cost of insurance certificates, co-insurance endorsements, or additional insurance will be reimbursed by Client.
10. **Limitation of Liability.** To the fullest extent permitted by law, in no event, whether due to or based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error, omission or any other legal theory, shall Signet or its sub-consultants or their directors, officers, employees and agents be liable under or in connection with this Agreement or the performance or non-performance of the services (a) for any special, indirect, consequential, incidental or punitive damages, or for loss of use, loss of revenue or profit (actual or anticipated), increased cost of construction, claims of customers of Client, or any liquidated damages incurred by Client, or (b) in an aggregate amount in excess of the greater of \$10,000 or 25% of the total amount actually paid to Signet pursuant to this Agreement.
11. **Governing Law and Venue.** All contract issues and matters of law will be adjudicated in accordance with the laws of the State of California (excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction). Venue for any litigation shall be any state court or United States District Court situated in the State of California and having jurisdiction over the parties and subject matter.
12. **Force Majeure.** Any delay or failure of Signet in the performance of its obligations under this Agreement shall be excused to the extent caused by event(s) that are beyond Signet's reasonable control.
13. **Miscellaneous.** This Agreement supersedes any and all prior written and/or oral understandings, contracts and agreements that may have been made or entered into between the parties regarding the subject matter hereof. Any terms or conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between Signet and Client, and are not binding upon Signet. This Agreement may be modified only by a written amendment signed by both parties. In the event that any one or more of the provisions of this Agreement are found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law. Any provisions of this Agreement providing for limitation of or protection against liabilities between the parties hereto shall survive termination of the Agreement and/or completion of the services. Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of this Agreement shall not be construed to be a waiver of any subsequent breach or default.

VI G

MENTAL HEALTH SERVICE AGREEMENT

**Gravenstein Union School District
and Social Advocates for Youth
Concerning Grief Counseling Services**

The Service Agreement is entered into this _____ day of _____, 2018 by and between the **Gravenstein Union School District** (hereinafter DISTRICT) and **Social Advocates for Youth** (hereinafter SAY). It is expressly understood and agreed by both parties as follows:

Gravenstein Union School District will:

- Provide a private room at the identified school campus for the use of the SAY Mental Health Clinician. Identified school campus is Hillcrest Middle School.
- Keep in regular communication with the Coordinator of Grief Services at SAY concerning the needs of the school site receiving services and degree to which the SAY Clinician is meeting those needs.
- Commit to accommodate services provided by SAY for the two year grant period.
- Allow the education of teachers and staff for one 90 minute training session, date and time to be determined by site administration.
- Teachers and site administration will complete all assessments of referred students and teacher training surveys.

Social Advocates for Youth will:

- Provide a qualified Mental Health Clinician to provide grief counseling services to students on campus. Clinician will provide 1 school-based grief-support group per academic school year, 2017-18 and 2018-19. These services are funded through a New York Life Foundation grant and are provided at no cost to the district.
- Provide supervision and case-consultation meetings for SAY employee on a weekly basis.
- Ensure that the Mental Health Clinician follows the legal, ethical, and professional guidelines of the Mental Health Profession.
- Ensure that the Mental Health Clinician is fingerprinted and must be cleared by the Department of Justice and Federal Bureau of Investigations prior to starting employment at SAY.
- Ensure that the Mental Health Clinician has received a testing for and has been cleared by a health care provider that they are not infected with tuberculosis prior to starting employment at SAY.
- Ensure that the scope of responsibilities of the Mental Health Clinician is consistent with the school's needs and the individual Mental Health Clinician's level of training and experience.
- Ensure that the Mental Health Clinician responds to the staff at District campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.

By: _____

Gravenstein District Office
3840 Twig Ave
Sebastopol, CA 95472

Phone: (707) 823-7008

By: _____

Katrina Thurman, Chief Executive Officer

Social Advocates for Youth
2447 Summerfield Rd.
Santa Rosa, CA 95405

Date: _____

Date: _____

VI H



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
Jennifer Koelemeijer, Member
Steve Schwartz, Member

Measure M Bond
\$3,000,000
Issued
May 2013

And

Measure M Bond
\$3,000,000
Issued May 2015

Continuing Disclosure Annual Report

Fiscal Year ended
June 30, 2017

365

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I. Introduction

The Gravenstein Union School District (“District”) hereby provides its continuing disclosure annual report pursuant to the Continuing Disclosure Agreements in connection with the following financing for the fiscal year ended June 30, 2017 (“Annual Report”):

Exhibit 1 Financings Gravenstein Union School District	
Base CUSIP	Financing
389062	General Obligation Bonds, Election of 2012, Series A
	General Obligation Bonds, Election of 2012, Series B

II. Audited Financial Statements

The District’s audited financial statements for the fiscal year ended June 30, 2017 have been submitted separately to EMMA (Electronic Municipal Market Access).

III. Adopted Budget

The District’s adopted budget for fiscal year 2017-18 has been submitted separately to EMMA (Electronic Municipal Market Access).

IV. Average Daily Attendance

The following exhibit displays Average Daily Attendance for the District.

Exhibit 2 Average Daily Attendance Gravenstein Union School District	
Fiscal Year	Average Daily Attendance
2016-17	690.16

⁽¹⁾ Second Period Report, does not include the County supplement
Source: Gravenstein Union School District, Audited Financial Statement dated June 30, 2017

V. Pension Plan Contributions

See the District’s audited financial statements for fiscal year ended June 30, 2017, which have been submitted separately to EMMA, for information regarding pension plan contributions to California State Teachers’ Retirement System (CalSTRS) and California Public Employees’ Retirement System (CalPERS) for the preceding fiscal year.

VI. Short-Term Borrowing

During the year ended June 30, 2017, the District did not have any short term borrowing.

Source: Gravenstein Union School District Audited Financial Statements dated June 30, 2017.

VII. Lease Obligations

The District has entered into various operating leases for copiers with lease terms in excess of one year. None of these agreements contain purchase options. All agreements contain a termination clause providing for cancellation after a specified number of days written notice to lessors, but it is unlikely that the District will cancel any of the agreements prior to the expiration dates.

Source: Gravenstein Union School District Audited Financial Statements dated June 30, 2017.

VIII. Long-Term Obligations

Changes in Long-Term Debt

The following is a summary of changes in long-term debt:

Exhibit 5 Changes in Long Term Debt Gravenstein Union School					
	Balances July 1, 2016	Additions	Deductions	Balances June 30, 2017	Due within One Year
General Obligation Bonds	\$6,618,000		\$ 196,000	\$ 6,422,000	\$ 170,000
Bond Premium	262,129		10,049	252,080	10,050
Compensated Absences	0	13,325		13,325	13,325
Other Post Employment Benefits	484,690	265,642	35,026	715,306	
Net Pension Liability-CalSTRS	3,469,120	2,036,173		5,505,293	
Net Pension Liability – CalPERS	792,281	150,763		943,044	
Totals	<u>\$11,626,220</u>	<u>\$2,465,903</u>	<u>\$241,075</u>	<u>\$13,851,048</u>	<u>\$ 193,375</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2017, Note 10, page 52.

Bonded Debt

The outstanding general obligation bonded debt is as follows:

Exhibit 6							
Bonded Debt							
Gravenstein Union School District							
Issue Date	Interest Rate %	Maturity Date	Amount of Original	Outstanding July 1, 2016	Issued in Current Year	Redeemed in Current Year	Outstanding June 30, 2017
2012	3.20	2024	1,105,000	823,000	0	91,000	732,000
2013	2.00-4.00	2044	3,000,000	2,795,000	0	105,000	2,690,000
2015	2.00-5.00	2043	3,000,000	<u>3,000,000</u>	<u>0</u>	<u>0</u>	<u>3,000,000</u>
Totals			<u>\$7,105,000</u>	<u>\$6,618,000</u>	<u>\$ 0</u>	<u>\$ 196,000</u>	<u>\$6,422,000</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2017, Note 6, page 38.

IX. General Fund Revenues and Expenditures from Audited Financial Statements

Exhibit 7
General Fund Revenues and Expenditures
from FY 2016-17 Audited Financial Statements
Gravenstein Union School District

	<u>Actual</u>
REVENUES	
LCFF Sources	
State Apportionment	\$ 4,706,082
Local Sources	<u>2,831,836</u>
Total LCFF Sources	7,537,918
Federal Source	177,605
Other State Sources	561,107
Other Local Sources	<u>537,292</u>
Total Revenues	<u>8,813,922</u>
EXPENDITURES	
Certificated Salaries	3,457,313
Classified Salaries	560,940
Employee Benefits	1,417,421
Books and Supplies	302,466
Services and Other Operating Expenditures	845,104
Capital Outlay	
Other Outgo	<u>18,950</u>
Total Expenditures	<u>6,602,194</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,211,728
Net Financing Sources (Uses)	<u>(2,861,354)</u>
Net Increase (Decrease) in Fund Balance	(649,626)
Fund Balance – Beginning	9,992,152
Fund Balance – Ending	<u>\$ 9,342,526</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2017, page 57

X. General Fund Revenues and Expenditures from Adopted Budget

**Exhibit 8
FY 2017-18 General Fund Adopted Budget
Gravenstein Union School District**

	<u>Adopted Budget</u>
REVENUES	
LCFF Sources	\$ 5,893,888
Federal Source	170,179
Other State Sources	354,453
Other Local Sources	463,134
Total Revenues	<u>6,881,654</u>
EXPENDITURES	
Certificated Salaries	3,631,666
Classified Salaries	609,226
Employee Benefits	1,470,081
Books and Supplies	279,787
Services and Other Operating Expenditures	994,149
Capital Outlay	25,000
Other Outgo	16,500
Total Expenditures	<u>7,026,409</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(144,755)
Net Financing Sources (Uses)	<u>(74,937)</u>
Net Increase (Decrease) in Fund Balance	(219,692)
Fund Balance – Beginning	<u>5,893,182</u>
Fund Balance – Ending	<u>\$ 5,673,490</u>

Source: Gravenstein Union School District 2017-18 Adopted Budget

XI. Secured Tax Charges and Delinquencies

Sonoma County does not report secured tax charges and delinquencies for individual districts. The County operates a Teeter Plan and it has not changed.

XII. Assessed Valuation

The exhibit below shows the assessed valuation of taxable properties in the District.

Exhibit 11 Assessed Valuations Gravenstein Union School District			
Fiscal Year	Local Secured	Unsecured	Total
2017-18	\$879,931,068	\$10,375,224	\$890,306,292

Source: California Municipal Statistics, Inc.

Exhibit 12 Largest 2017-18 Local Secured Taxpayers Gravenstein Union School District			
Property Owner	Primary Land Use	Assessed Valuation	% of Total (1)
1. Hall Sonoma Vineyard, LP	Vineyard	\$ 8,543,326	0.97%
2. Vidinsky Gravenstein LLC	Warehouse	\$ 5,885,245	0.67
3. Pinot Hill LLC	Vineyards	\$ 3,848,716	0.44
4. Edward A. & Jessica Green	Residence	\$ 2,999,000	0.34
5. William D. Grasse, Trust	Residence	\$ 2,699,976	0.31
6. Michael W. & Linda Sutliff	Residence	\$ 2,426,460	0.28
7. Guggiana Family Partnership	Vineyards	\$ 2,191,703	0.25
8. Steven T. and Helen C. Mosiman Trust	Residence	\$ 2,185,877	0.25
9. Kate R. Schaffner, Trust	Residence	\$ 2,144,160	0.24
10. Susan Jean & William Louis Wenks, Jr., Trust	Residence	\$ 2,140,547	0.24
11. Carol Ann Molln	Residence	\$2,100,000	0.24
12. Dara Rip Trust	Residence	\$2,056,165	0.23
13. Hunter Wade	Residence	\$1,900,000	0.22
14. Giel & Marie Witt	Residence	\$1,889,788	.21
15. Grow Gardens LLC	Residence	\$1,798,123	.20
16. Gus R. & Tina L. Golobe	Residence	\$1,975,255	.20
17. Barbara Anne Buck, Trust	Residence	\$1,782,380	.20
18. Steven O. Sidener	Residence	\$1,731,607	.20

19. Ronald & Teri Lynn Witek, Trust	Residence	\$1,618,084	.18
20. Louie I. Mughannam, Trust	Residence	\$1,613,243	.18

(1) 2016-17 Local Secured Assessed Valuation: \$830,066,517

Source: California Municipal Statistics, Inc.

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GRAVENSTEIN UNION SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Governing Board of the Gravenstein Union School District, hereinafter referred to as "DISTRICT," OR "BOARD" and Nancy Ricciardi, hereinafter referred to as "CONTRACTOR."

1. Services. CONTRACTOR provide the following services: _____
Grade Level Fine Art Enrichment Instruction

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on August 21, 2018, and will continue through May 24, 2019, subject to revision and renewal with BOARD approval in subsequent years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed fifty-four thousand five hundred seventy Dollars (\$54,570.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
Payments shall be made monthly based on approved contractor monthly invoice

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits,

Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. In order to obtain the best price, the CONTRACTOR may provide a list of materials necessary for the program and the DISTRICT may purchase the items and bill all expenses for the materials to the CONTRACTOR.

7. Taxes. Federal Internal Services regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this AGREEMENT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

8. Indemnification:

(a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this AGREEMENT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or

type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

9. Insurance: With respect to the performance of work under this AGREEMENT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Required/ Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT."

(b) Required/ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Required/ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this AGREEMENT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Required/ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this AGREEMENT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."

(f) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this AGREEMENT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this AGREEMENT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

10. Termination:

(a) DISTRICT or CONTRACTOR may terminate this AGREEMENT by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the AGREEMENT without cause, it shall pay CONTRACTOR for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the AGREEMENT, either party may terminate this AGREEMENT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the AGREEMENT by CONTRACTOR.

11. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this AGREEMENT and has determined that CONTRACTOR and CONTRACTOR'S employees [X are subject] [are not subject] to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Entire AGREEMENT/Amendment. This AGREEMENT and any attachments constitute the entire AGREEMENT among the parties to it and supersede any prior or contemporaneous understanding or AGREEMENT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties.

16. Notice. All notices or demands to be given under this AGREEMENT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given

in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

CONTRACTOR:

Gravenstein Union School District

17. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Sonoma County, California.

THIS AGREEMENT IS ENTERED INTO THIS __ DAY OF _____, 201__.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Jennifer Schwinn
Typed Name

Nancy Ricciardi
Typed Name

Title

Title

Social Security or Taxpayer
Identification Number

Gravenstein Union School District 2018-19 SCHOOL YEAR CALENDAR

Board Approved:

Month Year	S	M	T	W	Th	F	S	<input type="checkbox"/> End of Progress Report Period <input type="checkbox"/> Reports Sent Home <input type="checkbox"/> End of Trimester Report Period		Days of Instr	Certificated Employee Workdays
JUL 2018	1	2	3	4	5	6	7	July 4	Independence Day Holiday		
AUG	5	6	7	1	2	3	4	Aug. 13	Teacher work day		
	12	13	14	15	16	17	18	Aug. 14	Teacher work day		
	19	20	21	22	23	24	25	Aug. 15	First Day of School		
	26	27	28	29	30	31				13	15
SEPT	2	3	4	5	6	7	8	Sept. 3	Labor Day Holiday - No School		
	9	10	11	12	13	14	15	Sept. 10	Local Holiday (Rosh Hashanah) - No School		
	16	17	18	19	20	21	22	Sept. 13	Early Release Day		
	23	24	25	26	27	28	29	Sept. 27	Early Release Day/ day 30		
	30									18	18
OCT	7	8	9	10	11	12	13	Oct. 5	No School for Students - Parent Conferences Progress Reports Given at Conference		
	14	15	16	17	18	19	20	Oct. 11	Early Release Day		
	21	22	23	24	25	26	27	Oct. 25	Early Release Day		
	28	29	30	31						22	23
NOV	4	5	6	7	8	9	10	Nov 8	59th day of school - End of 1st Trimester		
	11	12	13	14	15	16	17	Nov. 12	Veterans' Day Holiday - No School		
	18	19	20	21	22	23	24	Nov. 20	1st Trimester Report Cards Sent Home		
	25	26	27	28	29	30		Nov. 21-23	Thanksgiving Break - No School		
										18	18
DEC	2	3	4	5	6	7	8				
	9	10	11	12	13	14	15	Dec. 13	Early Release Day		
	16	17	18	19	20	21	22				
	23	24	25	26	27	28	29	Dec. 24 - Jan. 4	Winter Break - No School		
	30	31								15	15
JAN 2019	6	7	8	9	10	11	12	Jan. 7	School Resumes		
	13	14	15	16	17	18	19	Jan. 10	90th day of school - 2nd Trimester Progress		
	20	21	22	23	24	25	26	Jan. 10	Early Release Day		
	27	28	29	30	31			Jan. 21	Martin Luther King Holiday - No School		
								Jan. 22	Progress Reports Sent Home		
								Jan. 24	Early Release Day	18	18
FEB	3	4	5	6	7	8	9	Feb. 7	Early Release Day		
	10	11	12	13	14	15	16	Feb. 11	Lincoln's Day Observed - No School		
	17	18	19	20	21	22	23	Feb. 18	President's Day Observed - No School		
	24	25	26	27	28	29	30	Feb. 21	Early Release Day		
								Feb. 25	Day 119 & End of 2nd Trimester	18	18
MAR	3	4	5	6	7	8	9	Mar. 6	2nd Trimester Report Cards Sent Home		
	10	11	12	13	14	15	16	Mar. 7	Early Release Day		
	17	18	19	20	21	22	23	Mar. 18-22	Spring Break - No School		
	24	25	26	27	28	29	30				
	31									16	16
APR	7	8	9	10	11	12	13	Apr. 11	Early Release Day		
	14	15	16	17	18	19	20	Apr. 16	150th day of school - 3rd Trimester Progress		
	21	22	23	24	25	26	27	Apr. 19 & 22	Local Holiday (Easter) - No School		
	28	29	30					Apr. 25	Early Release Day		
								Apr. 29	Progress Reports Sent Home	20	20
MAY	5	6	7	8	9	10	11	May 9	Early Release Day		
	12	13	14	15	16	17	18	May 27	Memorial Day Holiday - No School		
	19	20	21	22	23	24	25	May 29	Early Release Day		
	26	27	28	29	30	31		May 30	Minimum Day		
								May 31	Minimum Day Last day of school 3rd Trimester Report Cards Sent Home	22	22
JUNE	2	3	4	5	6	7	8				
	9	10	11	12	13	14	15				
	16	17	18	19	20	21	22				
	23	24	25	26	27	28	29				
	30									0	0
										180	183

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MPF Block
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