

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD
MEETING AGENDA
Gravenstein School, Rm. 13

Wednesday, June 13, 2018
5:00 PM

I. CALL TO ORDER

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

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. Completed LCAP updates
- C. GSF/MPF
- 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. Summer Projects Report
- F. Hillcrest Principal Report
 - I. 2018-19 Enrollment Forecast
 - II. ieSonoma
 - III. Update on STREAM lab
 - IV. Classroom moves completed
- G. Gravenstein Principal Report
 - I. Summer School update: 1-3rd grade Academic Support & Kindergarten Blast Off!
 - II. 17-18 CAASPP Results
 - III. 2018-19 Enrollment Forecast
- H. CBO Report

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

- I. Update on modernization funding with Jack Schreder & Associates
 - 1. Letter from DGS indicating application for modernization has been accepted.
- I. Superintendent Report
 - 1. Annual Board Calendar Template
 - 2. 2017-18 Enrollment
 - 3. Transportation JPA Update
 - 4. District-provided School Supplies List
 - 5. Safety Plan Update
 - 1. Window covering bids
 - 1. Trial installation May 2018
 - 2. Full installation in summer 2018
 - 2. 16 new door locks ordered for classrooms
 - 6. Hiring anticipated for 2018-19:
 - 1. School Nurse
 - 2. Hillcrest Secretary
 - 3. 1 Temporary Teacher (5th grade leave)
 - 4. 2 Permanent Teachers (elementary)
 - 5. Spanish Teacher (7-8th gr & ELD)
 - 6. Teaching Assistant/Daycare Pool
 - 7. Hillcrest Principal

IV. CONSENT AGENDA

ACTION ITEM

- A. Minutes of regular Board meeting May 09, 2018; special meeting May 25, 2018; Special Meeting June 01, 2018
- B. Warrants/Payroll
- C. Budget Updates and Transfers
- D. Superintendent Contract 2018-20
- E. Communication
 - 1. Sunshine letter from GUTA for the 2018-19 school year.
 - 2. Sunshine letter from GUSD for the 2018-19 school year.
 - 3. Letter of resignation from David Fichera, effective June 30, 2018.
 - 4. Letter from Jackie Jex-Lewis requesting reduction in contract from 1.0FTE to .57 FTE, beginning July 1, 2018. The Board is asked to approve the request.

Action taken/comments:

Motion _____ Second _____ Vote _____

V. BUSINESS & FACILITIES

A. Approve CEQA

The Board is asked to consider the filing of a Notice of Exemption (NOE) for the California Environmental Quality Act (CEQA). The Notice of exemption is for

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
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both the Gravenstein Elementary School, Phase 3 Multi-Use Modernization and Hillcrest Middle School Improvements, Solar Array Project.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Gravenstein Elementary School, Phase 3 Multi-Use Modernization

The Board is asked to ratify the Lease Lease-Back Documents for the Gravenstein Elementary School, Phase 3 Multi-Use Modernization

Background

On March 14, 2018 The Board of Trustees approved Resolution #180221-3 selecting GCCI, Inc. for the Hillcrest Middle School Improvements, Increment I Project. Attached is the final Guaranteed Maximum Price (GMP) of \$1,473,778.00.

On May 9, 2018, the Board of Trustees approved the GMP from GCCI, Inc. for the Gravenstein Elementary School, Phase 3 Multi-Use Modernization

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Approve Management Salary Schedule

The Board will be asked to approve an updated management salary schedule as presented. STRS requires salary schedules to be created for administrative positions.

Action taken/comments:

Motion _____ Second _____ Vote _____

D. Approve Contract w/ School Psychologist for 2018-19

The Board will be asked to approve a contract with School Psychologist Jack Corria for the 2018-19 school year.

The terms are as follows: 36 days X 6 hrs/day X \$125.00/hr = \$27,000 for 18-19.

Action taken/comments:

Motion _____ Second _____ Vote _____

E. Approval 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:

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Motion _____ Second _____ Vote _____

F. Approve MOU w/ WC Consortium for Nurse Services

The Board will be asked to approve an MOU between GUSD and WC Consortium to purchase a portion of a School Nurse contract, to provide 20 nurse days for the 2018-19 school year at a cost to the District not to exceed \$15,600.

Action taken/comments:

Motion _____ Second _____ Vote _____

G. Approve GASB 75

The Board will be asked to approve the GASB75 report that CSBA has prepared on behalf of the District.

Action taken/comments:

Motion _____ Second _____ Vote _____

H. Approve Resolution # 180613-1 Education Protection Account (EPA)

The Board will be asked to approve Resolution# 180613-1, resulting from the passage of Prop 30, designating the funds to be used to support the General Education salaries and benefits.

Action taken/comments:

Motion _____ Second _____ Vote _____

I. Remove from Inventory – Surplus Textbooks

The Board is asked to approve the removal of surplus textbooks from inventory. Below is the list of materials:

- 6th Grade "Focus on Earth Science" Glencoe Science - 62 copies. ISBN - 13:978-0-07-879428-5
- 6th Grade McDougal Littell: The Language of Literature - 57 copies ISBN 0-618-11571-4
- 6th Grade Language Network- 54 copies - ISBN 0-395-96736-8
- 6th Grade Bridges to Literature 5 copies - ISBN 0-618-12474-8
- Literature Anthology-Poetry 11 copies - 0-590-35437-X
- Assessment Readiness -18 copies ISBN 978-0-547-87633-7
- The Language of Literature Sampler- 11 copies - ISBN 2-80150-6-WEB 50M 1/96
- Merriam Webster Dictionary- 41 copies - ISBN 0-87779-497-0
- 7th Grade Language Network - McDougal Littell - 28 copies - ISBN: 0-395-96737-6

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Houghton Mifflin Harcourt - *Common Core Assessment Readiness Grade 6 - 71 Books* - ISBN 978-0-547-87633-7

Action taken/comments:

Motion _____ Second _____ Vote _____

J. Approve 2018-19 CSBA Membership and Educational Legal Alliance Membership

The Board will be asked to approve the annual renewal of the Districts membership in CSBA and Educational Legal Alliance, which provide the GAMUT program.

Action taken/comments:

Motion _____ Second _____ Vote _____

VI. PUBLIC HEARING—2018-19 BUDGET

The Board will conduct a public hearing on the proposed budget for 2018-19

The Public Hearing is the first of a two-part process to approve the annual budget. The 18-19 budget will be considered for approval at the June 20, 2018, meeting.

A. Presentation of the 2018-19 Budget

CBO Wanda Holden will review the proposed 2018-19 budget.

B. Review of Reserves

The Board will review and discuss the combined assigned and unassigned end fund balance above the minimum recommended *Reserve for Economic Uncertainty*, as necessary when reserve amounts exceed minimum recommended reserve requirements.

VII. CLOSE PUBLIC HEARING

VIII. PUBLIC HEARING—2018-19 LCAP

The Board will conduct a public hearing on the proposed Local Control Accountability Plan as part of the State’s new LCFF funding plan.

A. Presentation of the 2018-19 LCAP

Supt. Schwinn will present the proposed 2018-19 LCAP (Local Control Accountability Plan). The Board will review and discuss the site goals and annual progress towards their completion. The Public Hearing is the first of a two-part process to approve the LCAP. The 18-19 LCAP will be considered for approval at the June 20, 2018, meeting.

IX. CLOSE PUBLIC HEARING

X. GENERAL

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
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A. Approve ELA Adoption TK-8th Grade

Over the last two years, Hillcrest Middle School and Gravenstein Elementary teachers and principals have compared and piloted several English & Language Arts (ELA) curriculum programs, and have settled on the programs they wish to adopt.

The Board will be asked to approve the following ELA adoptions:

- World of Wonder for TK
- Open Court (recent update) for K-5
- Study Sync for 6-8th grade

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Approve Changes to Bell Schedule at Hillcrest

The Board is asked to approve changes to the bell schedule at Hillcrest Middle School, as presented, beginning the 2018-19 school year. The changes are intended to provide more continuity between students in the same grade levels, despite being in Traditional or Enrich!

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Approve Changes to Bell Schedule at Gravenstein Elementary

The Board is asked to approve changes to the bell schedule at Gravenstein Elementary, as presented, beginning the 2018-19 school year. The minimal changes to the schedule are intended to add additional enrichment opportunities throughout the year, without reducing core instruction time or increasing the classroom teacher's instruction duties. The changes are also required to ease traffic congestion at drop off and pick up.

Action taken/comments:

Motion _____ Second _____ Vote _____

D. Review AR 1312.3 Uniform Complaint

The Board inquired at the May 9, 2018 Board meeting whether the District had an AR 1312.3 Uniform Complaint to accompany the Board Policy. The posted GUSD AR1312.3 is provided here for information only. No action required.

E. Approve Overnight & Water Related Field Trips for 2018-19

The Board will be asked to approve field trips planned for 2018-19 that include access to water and overnight field trips.

Action taken/comments:

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Motion _____ Second _____ Vote _____

XI. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

XII. 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) Public Employee Discipline/Dismissal/Release
- 3) Hiring:
 - Spanish Teacher -Lisa Schurtz
 - Hillcrest Secretary – Megan Bloom
 - Elementary Teachers (2 permanent) – Alexis Grimm, Paul Carey
 - Part-time Middle School Math (0.43FTE) – April McDonald
 - Part-time Music Teacher – April McDonald
 - Teaching Assistant
- 4) Superintendent Evaluation

XIII. OPEN SESSION

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

XIV. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: July 11, 2018— 5 PM

A special Board meeting is scheduled for June 20, 2018, to complete the two-part LCAP and Budget approval process.

XV. 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 SUMMER CAMP

WHEN

June 18-22

9:00am - 12:15pm

WHO

Students entering grades 1-3

All classes taught by Gravenstein Teachers/Staff

WHAT • Awesome art projects • PE games and sports • Hands-on Science/ STEM challenges • Leveled Language Arts instruction • Leveled Math instruction

WHERE

Gravenstein Elementary School

3840 Twig Avenue Sebastopol, CA

\$60 for registered GUSD students

\$100 if not a district student

CALL TO REGISTER! (707) 823-5361



GRAVENSTEIN ELEMENTARY SCHOOL KINDERGARTEN KICK-OFF!

GRAVENSTEIN (707) 823-5361
CALL NOW TO REGISTER

WHO?

THIS FREE, MINI-CAMP IS OPEN TO ALL GRAVENSTEIN KINDERGARTEN STUDENTS ENROLLED IN GRAVENSTEIN FOR THE 2018-2019 SCHOOL YEAR

WHAT?

We want to help make the transition to Kindergarten as smooth as possible. We invite all of our kindergarten students to join us for two days of fun and exploration!

WHEN?

August 1 and 2

9am - noon

Parents please pack a healthy snack for your child to enjoy

FEATURING • Art projects • Story time • Outside games and PE • Imaginative play • Snacks and recess time • Campus walks • Group projects designed to emphasize peer communication and turn-taking • and so much more!



OTHER BENEFITS

- Increased familiarity with our campus**
- Less anxiety on first day of school**
- Form new friendships**
- Meet the teachers**



CAASPP Preliminary Data Analysis

2017-2018 Gravenstein Union School District

CAASPP results give us one measure of how well students are mastering California's challenging academic standards. The skills called for by these standards- the ability to write clearly, think critically, and solve problems- are critical for preparing students for college and a 21st-century career.

There are four levels of scores for ELA and Math for each grade:
 Standard Not Met (1) Standard Nearly Met (2) **Standard Met (3)** **Standard Exceeded (4)**

Score ranges for each achievement level are different for each grade, and the standards for the next grade are higher than for the previous years. As a result, students may need a higher score to stay in the same achievement level as the previous year.

English Language Arts

Math

% of students performing in each level

% of students performing in each level

grade	English Language Arts				Math					
	Standard Not Met (1)	Standard Nearly Met (2)	Standard Met (3)	Standard Exceeded (4)	Met ELA Target	Standard Not Met (1)	Standard Nearly Met (2)	Standard Met (3)	Standard Exceeded (4)	Met Math Target
3 (81 students)	4	12	22	62	84	9	10	32	49	81
4 (91 students)	9	13	22	56	78	3	20	32	45	77
5 (75 students)	11	16	39	35	74	23	27	23	28	51
6 (84 students)	12	12	46	30	76	13	23	25	39	64
7 (90 students)	16	13	46	26	72	22	28	27	22	49
8 (78 students)	13	18	40	29	69	37	14	19	29	48

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G, H

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**Gravenstein Elementary School
Enrollment Projections for 2018-2019 (as of 6/6/18)**

grade	Optimal class size	Enrollment Status	Comments (bold indicates a full classroom)
TK	20	20 1 on waitlist	1 class of 20
K	21	84 students accepted 8 on waitlist	4 classes of 21 each
1	21	Traditional: 32 Enrich: 34 (+1 from out-of-area still to shadow)	2 Traditional classes of 16 each 2 Enrich classes of 17 each
2	21	Traditional: 38 Enrich: 42	2 Traditional classes of 19 each 2 Enrich classes of 21 each
3	24	Traditional: 29 Enrich: 48	2 Traditional classes of 14-15 each 2 Enrich classes of 24 each
4	26	Traditional: 38 Enrich: 43	2 Traditional classes of 19 each 2 Enrich classes of 21-22 each
5	26	Traditional: 45 Enrich: 49 (+2 from out-of-area still to shadow)	2 Traditional classes of 22-23 each 2 Enrich classes of 24-25 each

TK-20 K-84 First- 66 Second- 80 Third- 77 Fourth- 81 Fifth- 94

Total Student Enrollment Projected for 2018-2019: 502 students

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May 18, 2018

Ms. Jennifer Schwinn
District Representative
Gravenstein Union Elementary School District
3840 Twig Avenue
Sebastopol, CA 95472

Dear Ms. Schwinn:

The Office of Public School Construction (OPSC) has conducted a preliminary review of your District's School Facility Program (SFP) application documents for modernization funding at the following school:

Modernization Site
Gravenstein Elementary

OPSC Application Number
5770714-00-003

The received application appears to contain the elements necessary for OPSC processing review; however, the District will be contacted if further clarification is needed. Applications are processed for State Allocation Board (SAB) consideration in the order of date received. OPSC will contact the District in the near future regarding the processing of its application.

Please be advised that although the District's funding application has been accepted, its processing to the SAB will be subject to the criteria approved by the SAB.

This application is subject to the current SFP Regulations approved by the Office of Administrative Law on April 16, 2018.

The District has certified compliance with all relevant laws by submittal of the *Application for Funding* (Form SAB 50-04).

Should you have any questions concerning this matter, please contact me at 916-375-5987.

Sincerely,



ADRIAN FELSEGHI
Application Review Analyst
Office of Public School Construction

AF:af

cc: Candace Ly, Project Manager
File

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. Adopt Education Protection Account (EPA) Resolution

2017-18 End-of-Year Enrollment

June 1, 2018		TK	K	1	2	3	4	5	6	7	8	Totals	
Teachers		TK	K	1	2	3	4	5	6	7	8		
Tomsky	TK	17										17	
Crandall	ENRICH!		17									17	
Briggs	ENRICH!		17									17	
Redfern		5	14									19	
Trivunovic			13									13	
Parsons												0	
Candau	ENRICH!			21								21	
Lannon	ENRICH!			21								21	
Dellosa				19								19	
Clement				18								18	
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							19					19	
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										20		20	
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	92	75				492	
Hillcrest Campus									86	92	78	256	
Jun-18		0	22	61	79	82	81	92	75	86	92	78	748
June	2017	14	76	82	75	80	78	75	81	83	81	725	
June	2016	21	78	76	84	72	76	71	87	83	83	731	
June	2015		96	77	71	70	68	75	70	84	114	725	
June	2014		100	65	69	65	71	66	74	104	105	719	
June	2013		79	69	67	61	68	69	85	107	101	706	
June	2012		81	72	61	66	61	85	88	95	79	688	
June	2011		67	57	61	51	84	74	84	77	93	648	
June	2010		56	60	49	76	70	71	66	84	96	628	

2017
480
245
725

20



Gravenstein Union School District School Supplies and Purchases

GUSD wants to provide the best possible learning opportunities for all students. We hire innovative staff, adopt rigorous and engaging curriculum, and encourage teachers to seek out materials and projects that will enhance instruction.

Funding for purchases is drawn from one of four sources:

District

GSF Classroom Account (amount rolls over from previous year's unspent balance)

Field Trip Funds

Donation/Other (grant recipient, etc)

Requisition Form (check that box)

- All requests must be pre-approved
- To be used for supplies the district will order on your behalf
- Be as specific as possible with colors, amounts, sizes, etc. If ISBN is available, please include.
- Indicate the fund from which you believe money will be drawn: District, GSF, Field Trip funds, Other/Donation
- One form per vendor
- Examples of Office Depot requisition:
 - 1 pack of 50 12" x 18" turquoise construction paper, ISBN #338731
 - 2 Boxes of 12 binder clips, 2" wide, ISBN #308957
 - 26 Composition notebooks, 8 ½" x 11" black marble cover, ISBN #677703
 - For Office Depot only, leave the price column blank- we receive a school discount

Reimbursement Form (check that box)

- All requests must be pre-approved
- Make sure to attach an original receipt
- Indicate the fund from which you believe money will be drawn: District, GSF, Field Trip funds, Other/Donation
- If ordered online, the purchase must be delivered to the school address- district open year-round.

Attn: (Your name)
Gravenstein Elementary School
3840 Twig Avenue
Sebastopol, CA 95472

District is committed to covering necessary curriculum and instructional materials. Examples include, but are not limited to:

- Student Writing Supplies:
 - Pencils, erasers, dry erase markers, highlighters
 - binder paper, graph paper, composition/spiral notebooks
 - Index cards

- Student Art Supplies (remain in the room for all student use):
 - Markers, crayons, color pencils
 - paint
 - construction paper, tag board/poster board
 - Glue bottles, glue sticks, scissors,

- Classroom Supplies (remain in the room for all student use)
 - Protractors, compasses, rulers, calculators, scissors
 - Kleenex/tissue, wipes

- Teacher Supplies:
 - dry erase markers/erasers,
 - staples/stapler, tape/tape dispenser, rubber bands, paper clips
 - file folders, curriculum binders
 - Project tape (painter's, masking, packing/duct)

(*We often ask families to donate many of these above items to the classroom or to provide these materials for their own child's use.)

Materials often purchased through GSF/Classroom Fund:

- Bean bags, decorative carpet, pillows, inspirational posters
- Unique art supplies (feathers, clothespins, felt, oil pastels, fabric paint, tie dye)
- Holiday project supplies: frames, mason jars, scrapbooking paper, etc.
- ink/supplies for personal printer in classroom
- Laminating materials/supplies for personal machine
- Reading books for classroom library
- Photograph printing for class projects
- Storage containers for classroom supplies
- Classroom rewards/prize box supplies (includes stickers, stamps)

Any parts/materials necessary for *district equipment* (ELMO, Chromebooks, etc) can be requested using a work order.

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REGULAR GOVERNING BOARD
MEETING AGENDA
Gravenstein School, Rm. 13

Wednesday, May 9, 2018
5:07 PM

I. CALL TO ORDER- 5:07 PM

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

II. PUBLIC COMMENTS—None

III. REPORTS, AND ORAL COMMUNICATIONS

A. Gravenstein Union Teachers' Association

GUTA thanked GSF and MPF for the appreciation received during Teacher Appreciation Week. CAASPP testing is in full swing at both campuses. The staff parking lot at Gravenstein is being used by parents, and GUTA would like the Board to be aware that it is a possible safety issue. GUTA surveyed their membership about District leadership and shared the questions that they are using. Pres. Horn pointed out that the District Board did not request the survey; individual Board members requested this.

B. School Site Council

- I. Seeking Parent reps
- II. LCAP underway

Supt Schwinn updated the Board on the ongoing process. She reported that we need 5 total parents and we are still in need of 3 more.

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.
No GSF members present. New officers were selected at the last GSF meeting, with Lori Jones being elected President and Renee Lott continuing as Vice President.
Mem. Rick Brody, MPF member, reported that new Board members and officers were elected at their last meeting. The MOU between MPF and the District is in draft, and MPF requested that this item be tabled to the June meeting. MPF has recently enjoyed two successful fundraisers. Rick shared with the board the compliments Lagunitas bestowed upon our families/children in regards to behavior.

GRAVENSTEIN UNION SCHOOL DISTRICT
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SEBASTOPOL, CA 95472

D. Trustee Reports

Mem. Schwartz attended the Open House at Hillcrest and said that it was "great." Mem. Appling attended the TK-K Open House, 2nd/3rd grade Open House and enjoyed the student wax museum. He has also been attending construction meetings and is a volunteer swim instructor for the Gravenstein swim lessons provided by the Rotary Club of Sebastopol. Mem. Koelemeijer has also been volunteering as a swim instructor, finished the Sexual Harassment training, and attended the 2nd/3rd grade Open House. She also attended the board member training at SCOE.

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

Switchgear equipment has been procured.

2. Increment #2 solar parking shelter

Special inspections are included for Board consideration this evening.

III. Gravenstein Elementary solar project

IV. Report on additional planned maintenance projects for summer of 2018

V. STREAM Lab at Hillcrest

AXIA provided feedback that the electrical work called for in the STREAM Lab would require DSA approval, and they expect that this can be added onto the existing electrical project already in process in that building at Hillcrest. The opening of the hinged wall is determined maintenance, and the egress implications are being checked by AXIA.

VI. Purchase new tables for TK/K/1st Grade classrooms

Mem. Schwartz inquired about where the funding would come from for this, and CBO Holden responded that this would be paid out of one time funds.

F. Hillcrest Principal Report

I. Report on active shooter training via Sheriff Dept. & RESIG

II. Feedback on curriculum adoption

Principal Fichera shared the end-of-the-year events. ELA Team recommended district adopt StudySync. Scheduled CAASPP tests are complete, with only make-ups still remaining. Principal Fichera reviewed the key takeaways from the active shooter training he attended on April 20. Superintendent Schwinn added that the district has added a Staff cell phone list to increase communication in emergency situations.

G. Gravenstein Principal Report

I. Feedback on curriculum adoption

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

Principal Pugno shared CAASPP data for grades 3-5, aggregated by program. She also shared plans for summer programs at Gravenstein that provide students entering grades K-3 with opportunities to prepare for school through academic and enrichment experiences. Strategies for improving traffic flow in the Gravenstein parking lot were discussed.

H. CBO Report

- I. Restart Grant – Fire recovery grant
Grants will offset costs incurred by the Sonoma County wildfires will be covered by this grant.
- II. Update on modernization funding with Jack Schreder & Associates
Mem. Schwartz inquired to CBO Wanda Holden if she received suggestions from Board members about reserve strategies, and she said that she had not.

I. Superintendent Report

- 1. Annual Board Calendar Template
- 2. 2017-18 Enrollment
- 3. 2018-19 Enrollment Forecast
- 4. Transportation JPA Update
West County Transportation is implementing an app-based system called Zpass+ to track/monitor student bus ridership. Parents and schools can use the app to check if students have entered or left the bus. This would fulfill a new legal requirement.
- 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

Mem. Koelemeijer inquired about the warranty for the product used in the trial installation.

 - 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

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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
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: *There were two corrections made to the minutes. Pres. Horn inquired about a sample policy from CSBA related to undocumented students.*

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

V. GENERAL

A. Update on New Programmatic Developments

Supt. Schwinn reviewed 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:

No action taken.

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.

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Action taken/comments:

Supt Schwinn explained the preference of GUTA to schedule Parent-Teacher conferences on Friday, October 5.

Motion: Appling Second: Koelemeijer Vote: 5-0 approved

C. Specifications of Elections Resolution 180509-1

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

Action taken/comments: *In the past, the candidate paid the District to print a statement in the voter pamphlet. Mem. Schwartz suggested that the District pay for the candidates statements because it may discourage candidates who lack funds. Pres. Horn moved to approve with the candidate paying the cost of printing a statement, with a drawing in the event of a tie.*

Motion Horn Second Appling Vote 5-0 approved

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

Action taken/comments:

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

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:

Pres Horn made the motion to rescind current policy and adopt updated AR 5145.7.

Motion: Horn Second: Koelemeijer Vote: 4-0 approved (Schwartz temporarily absent)

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:

President Horn made the motion to adopt AR 3230.

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

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

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

Action taken/comments: *Mem. Koelemeijer requested that the schools consider a "share table" model where students can offer to share unused/unopened school lunch items. Principal Fichera expressed his concern of ensuring a dedicated 20-minute seated, eating period. Principal Pugno expressed concern over making the "Shared Table" available to students (allergies, food preferences). It was suggested that the table be monitored by an adult and donated items be used in Beyond the Bell program. Member Schwartz asked for follow-up.*

Member Appling made the motion to adopt BP/AR 3551 with the optional changes as noted.

Motion: Appling Second: Koelemeijer Vote: 5-0 approved

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: *Mem. Koelemeijer inquired about the breakfast program. Supt. Schwinn responded that the District does not currently offer a breakfast program, and that she suspects that it would cause an additional encroachment. Mem. Koelemeijer suggests that this program should be considered because it could benefit the students who need free/reduced meals. The Board requests that staff create a report on the cost of providing breakfast.*

The superintendent designees authorized to use individual records are Accounts Clerk and Food Service Clerk.

President Horn made the motion to approve the new BP/AR and rescind the prior.

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

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: *Prohibit personal information being used for marketing purposes. Member Appling suggested removing optional paragraph on page 157. President Horn said we would take out all of the Notes. President Horn made the motion to approve with deletion of all references to Option 2.*

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

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.

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Action taken/comments: *GUSD is not eligible for schoolwide programs. CBO Holden clarified that GUSD is considered Targeted Assistance and we follow all of those rules. Member Koelemeijer suggested removing section 3b about post-secondary credits earned in high school.*

President Horn made the motion to adopt BP/AR 6171 as amended and rescind the current policies.

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

K. Contract for School Counselor

The Board is asked to approve a contract with Amy Gloeckner as a 1.0 FTE School Counselor for 2018-19.

Action taken/comments:

Motion: Appling Second: Koelemeijer Vote: 5-0 approved

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: Appling Second: Schwartz Vote: 5-0 approved

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, along with the draft Lease/Leaseback documents that will be finalized after the Board of Trustees approval of the GMP.

Pres Horn clarified that changes that remain below the 10% contingency would not need to come back to the board. He added that the contingency amount, if unused, would come back to the district. Mem. Koelemeijer inquired about fingerprinting requirements for construction personnel during the times of summer school. Supt. Schwinn explained that the supervisor will be fingerprinted, other workers will remain inside the construction gate, and the classrooms utilized for summer school will be away from the site.

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

C. Approve Special Testing Firm Proposals for Hillcrest Improvements

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

Action taken/comments: There is a proposal from Signet for \$5,635 that is recommended.

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

D. Approve Special Testing Firm Proposal for Gravenstein Phase III

The Board is asked to approve special testing firm's proposal for Gravenstein Phase III.

Action taken/comments: There is a proposal from Signet for \$2,987 that is recommended.

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

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:

President Horn made the motion to table this until the regular June board meeting.

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

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: *CBO Holden does not have an update. Member Schwartz and President Horn will meet with CBO Holden before the June meeting to create a draft strategy.*

No action taken

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: *The agreement will need to be backdated to the time services began. Principal Fichera will provide that date to Supt Schwinn.*

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

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:

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CBO Holden presented an additional handout to correct an error on Exhibit 8 (page 370 in board packet), which did not contain Basic Aid Supplement, Fund 17 or Fund 20.

Motion: Horn Second: Beck Vote: 5:0 accepted

I. Approve Art Instruction Contract for 2018-19

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: There is a discussion about the distribution of Nancy's time between the ENRICH! and Traditional programs. Members Appling and Koelemeijer advocate for her time being divided equally between the programs. The District will pay for art classes for students equally, in both programs. On the contract, there should be automobile insurance verification. Commercial liability insurance is not required. Pres. Horn expressed a desire to distribute her time equally between programs, to the extent that this is possible. The Board would like to be updated on that topic as it develops.

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

VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION—None

VIII. CLOSED SESSION—9:04 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
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
Horn moved / Koelemeijer seconded to approve updated contract for 2018-20. Approved 4-1 (Schwartz opposed). Contract will be ratified in open session at the June meeting.

IX. OPEN SESSION—10:17 PM

- A. Report District Sunshine for 2018-19 GUTA negotiations**
District approved a Sunshine Letter reopening Article VIII Working Conditions

X. FUTURE BOARD MEETINGS: Future topics will include Reserve Policy and Master Facilities Plan

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

XI. ADJOURNMENT—10:18 PM

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

SPECIAL GOVERNING BOARD
MEETING MINUTES
Superintendent's Office

Fri, May 25, 2018
3:30PM

I. CALL TO ORDER

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

II. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No comments

III. CLOSED SESSION

A. With respect to every item of business to be discussed in closed session pursuant to Education Code 48918

- 1) Suspension and Expulsion/Due Process
 - a. Student #1 Expulsion Hearing
 - b. Student #2 Expulsion Hearing

Action taken/comments:

The Board took action to expel each student for 1 semester.

Motion _____ Second _____ Vote _____

IV. OPEN SESSION

The Board took action to expel each student for 1 semester.

V. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: June 10, 2018—5 p.m.

VI. ADJOURNMENT 5:45pm

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

SPECIAL GOVERNING BOARD

Fri, June 1, 2018

MEETING MINUTES

5:30PM

**Principal's Office
Hillcrest Middle School
725 Bloomfield Rd
Sebastopol, CA 95472**

I. CALL TO ORDER at 5:33PM – All present

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Jennifer Koelemeijer
Steven Schwartz arrived at 5:40PM

II. FACILITIES/BUSINESS

A. Approve Guaranteed Maximum Price for HMS Improvements, Increment 1

The Board is asked to approve the GMP for Hillcrest Improvements, Increment 1. On March 14, 2018 The Board of Trustees approved Resolution #180221-3 selecting GCCI, Inc. for the Hillcrest Middle School Improvements, Increment I Project. Attached is the final Guaranteed Maximum Price (GMP) of \$1,473,778.00.

Action taken/comments:

The Board took action to approve the GMP at the updated amount of \$1,479,759

Motion Horn Second Appling Vote 5-0

III. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: June 13, 2018—5 p.m.

IV. ADJOURNMENT at 5:50PM

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.

Checks Dated 05/01/2018 through 05/31/2018

Board Meeting Date June 13, 2018

IVB

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1638135	05/02/2018	Ivonne Borjon	03-5826	Reimbursement for Food Gold County	282.00	481.97
1638136	05/02/2018	Analytical Sciences	03-5830	Water testing for Grav 2017/18	32.00	314.00
1638137	05/02/2018	Georgia Churchill	03-5826	Storyteller Grade 4 Ms.Sully-Geogia Churchill	260.00	260.00
1638138	05/02/2018	Georgia Churchill	03-5826	Storyteller Grade 4 Ms.Sully-Geogia Churchill	260.00	260.00
1638139	05/02/2018	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2017--18	208.26	102.50
1638140	05/02/2018	Pacific Gas & Electric	01-5520	Electric and Gas for 2017-18 Gravenstein	1.77	5,284.62
				Light Poles at Grav Elem 2017-18	2,397.02	
				Electric and Gas for 2017-18 Gravenstein	20.35	
				Light Poles at Grav Elem 2017-18	2,629.57	
				Electric and Gas for 2017-18 @ Hillcrest	27.65	
				Electric and Gas for 2017-18 Gravenstein	28.80	411.53
1638141	05/02/2018	Quill Corp	03-4400	Replacement Office Chairs	382.73	1,100.08
1638142	05/02/2018	Ray Morgan Company	01-5633	Copier Contract Charges 2017-18	5.06	70.00
1638143	05/02/2018	Really Good Stuff Inc.	03-4310	Class Supplies-Hansen	61.73	134.92
1638144	05/02/2018	Gary Bruce Robb	04-5880	6th Grade Basketball Boys Referee	34.40	101.19
1638145	05/02/2018	Verizon	01-5912	Supr't Phone & Tablet Service for 2017-18	1,859.00	15.00
				03-5912 Supr't Phone & Tablet Service for 2017-18	18.40	
1638146	05/02/2018	Vision Service Plan	01-9574	Employee's Vision Plan Coverage 17-18	211.60	
1638147	05/02/2018	Viviana Virgil	04-5880	Volleyball game 4/25/2018	230.00	460.00
1638148	05/02/2018	Weeks Drilling & Pump Co. Inc.	03-5530	Gravenstein Elem Water Service for 2017-18	100.00	200.00
				04-5530 Hillcrest Water Service for 2017-18	100.00	
				01-5826 California Carnivors- All 1st Grade	37	
				03-5826 California Carnivors- All 1st Grade	11.30	
1638149	05/02/2018	California Carnivores	01-4362	Reimbursement -Gas	4.48	
				01-4362 Reimbursement -Gas	150.13	
1639744	05/09/2018	Brian H. Sposato	01-4380	Plant Reimbursement	2.50	168.78
				03-4362 Reimbursement for Gas	130.00	160.11
				04-4310 Costumes & Props		
1639745	05/09/2018	John I. Collins	01-5840	IT Consultant 2017--18		
1639746	05/09/2018	Ally Technology Consulting LLC				

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

020 - Gravenstein Union School District

Generated for Wanda Holden (WLHOLDEN), Jun 8 2018 3:19PM

Checks Dated 05/01/2018 through 05/31/2018

Board Meeting Date June 13, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1639746	05/09/2018	Ally Technology Consulting LLC	03-5840	IT Consultant 2017-18	1,677.50	
			04-5840	IT Consultant 2017-18	942.50	2,750.00
1639747	05/09/2018	AXIA	40-6210	Gravenstein Modernization, Phase III (Part 2)	2,946.02	
				Modernization - Hillcrest Middle Improvements	5,884.91	
			40-6215	Gravenstein Modernization, Phase III (Part 2)	148.47-	8,682.46
1639748	05/09/2018	Thomas Frederick dba Classic Fx	04-4310	2018 Parade T-shirts	126.50	
				Unpaid Tax	.10-	126.40
1639749	05/09/2018	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2017-18		79.50
1639750	05/09/2018	Nancy Ricciardi	01-5830	Ricciardi Art Program-Grav/H/C 2017-18	104.68	
			03-5830	Ricciardi Art Program-Grav/H/C 2017-18	1,390.71	
			04-5830	Ricciardi Art Program-Grav/H/C 2017-18	799.61	2,295.00
1639751	05/09/2018	School and College Legal	01-5823	2017-2018 Legal Services Beyond Retainer	76.80	
			03-5823	2017-2018 Legal Services Beyond Retainer	936.96	
			04-5823	2017-2018 Legal Services Beyond Retainer	522.24	
			40-5823	2017-2018 Bond Related Legal Services	456.00	1,992.00
1639752	05/09/2018	J. Stanley Correia	01-5830	17-18 Special Ed Psych Services - Revised 1/22/18	437.50	
			03-5830	17-18 Special Ed Psych Services - Revised 1/22/18	3,937.50	
			04-5830	17-18 Special Ed Psych Services - Revised 1/22/18	4,375.00	8,750.00
1639753	05/09/2018	Counterpoint Construction Services, Inc.	40-6200	Consulting Services - Lease Leaseback Oversight	280.00	
				Consulting Services - LLB Phase IV Increment 1	507.50	787.50
1639754	05/09/2018	Fishman Supply Company	01-4351	Copy/Printer Paper	65.63	
			01-4370	District Wide Custodial Supplies	44.46	
			03-4351	Copy/Printer Paper	800.71	
			03-4370	District Wide Custodial Supplies	542.44	
			04-4351	Copy/Printer Paper	446.30	
			04-4370	District Wide Custodial Supplies	302.34	2,201.88
1639755	05/09/2018	Sonoma County Office Of Ed.	01-5812	Envelopes with Windows	6.78	
			03-5812	Envelopes with Windows	82.68	

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

020 - Gravenstein Union School District

Generated for Wanda Holden (WLHOLDEN), Jun 8 2018 3:19PM

Checks Dated 05/01/2018 through 05/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1639755	05/09/2018	Sonoma County Office Of Ed.	04-5812	Envelopes with Windows	46.07	135.53
1639756	05/09/2018	Southern Oregon University	04-5826	Shakespeare Workshops		1,120.00
1639757	05/09/2018	SYTech Solutions	01-5830	Document Management Services 2017-18	12.53	
			03-5830	Document Management Services 2017-18	152.80	
			04-5830	Document Management Services 2017-18	85.17	250.50
1639758	05/09/2018	Elizabeth Craven	04-5826	Creativity Museum Parking		45.00
1639759	05/09/2018	Kim Elwell	03-5826	Food for Gold Country FT		68.09
1639760	05/09/2018	Kim Elwell	03-5826	Food for Gold Country FT		496.24
1639761	05/09/2018	Nicholas M. Pulley	04-4310	Reimbursement for Reeds		52.14
1639762	05/09/2018	ACSIG	01-9573	Employee's Dental Plan Coverage 2017-18		7,654.40
1639763	05/09/2018	Business Card	01-4362	Dist.Maint. Fuel	1.44	
			01-4380	Dist.Maint. Supplies	.98	
				Misc. Grav Maint	3.33	
			01-5869	Finance charge	1.61	
			03-4362	Dist.Maint. Fuel	17.48	
			03-4380	Dist Maint Supplies	11.94	
				Misc. Grav Maint	44.22	
			04-4362	Dist.Maint. Fuel	9.74	
			04-4380	Dist Maint Supplies	6.66	
				Dist.Maint. Hillcrest	115.55	212.95
1639764	05/09/2018	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2017-18		124.50
1639765	05/09/2018	Fort Ross Conservancy (FRC)	03-9330	Fort Ross Conservancy FT 18-19 -Martinez		200.00
1639766	05/09/2018	Sebastopol Lock Shop	03-5630	Repair cylinder to Hillcrest door		20.67
1639767	05/09/2018	U.S. Bank Equipment Finance	01-5631	Copier Lease at schools and DO for 2017-18	35.30	
			03-5631	Copier Lease at schools and DO for 2017-18	423.35	
			04-5631	Copier Lease at schools and DO for 2017-18	246.98	705.63
1639768	05/09/2018	U.S. Bank Corporate Payment	01-5869	Clear PM	.01	
			03-4310	Grimm GSF Acct	146.82	
			03-5826	Gold County FT G4	459.32	
			04-4310	Dance Bill-HMS	7.03	
				Dance HMS-bill	45.56	
				Jax-Lewis GSF Acct	65.72	
1639769	05/09/2018	Viviana Vigil	04-4350	Board Yearbook Copies	264.61	989.07
1640508	05/11/2018	Giorgis P. Soltras	04-5880	Volleyball game 4/30/2018		15.00
			04-4310	Reimbursement- Field Paint		59.87

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Checks Dated 05/01/2018 through 05/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1640509	05/11/2018	Petria Sully	03-4310	Reimbursement/ fitness finders		53.95
1640510	05/11/2018	Dept of Justice, Acctg Office	03-5862	Fingerprinting for staff & volunteers 2017-18		301.00
1640511	05/11/2018	Office Depot	03-4359	Instructional Supplies	3.85	59.74
1640512	05/11/2018	Safeway	01-4390	Staff Development Supplies for 2017/18	46.94	
			03-4390	Staff Development Supplies for 2017/18	26.17	
			04-4390	Staff Development Supplies for 2017/18	258.74	335.70
			12-4390	Daycare Supplies & Snacks for 2017/18		
1640513	05/11/2018	Subtronic Corporation	21-6235	Utility Surveying @ Hillcrest		2,433.00
1641409	05/16/2018	David M. Cole	04-4310	Classroom Supplies		158.37
1641410	05/16/2018	Marianne M. Davis	03-4310	Reimbursement for Mom Gifts		57.45
1641411	05/16/2018	Petria Sully	03-4310	Reimbursement for Mom Gifts		66.11
1641412	05/16/2018	Ally Technology Consulting LLC	01-5840	Chromebok Replacement Screens & Installation	36.56	
			03-5840	Chromebok Replacement Screens & Installation	446.04	
			04-5840	Chromebok Replacement Screens & Installation	248.61	731.21
1641413	05/16/2018	Analytical Sciences	03-5830	Water testing for Grav 2017/18		82.00
1641414	05/16/2018	AT&T Calnet 3	01-5911	Gravenstein AT&T CALNET 3 Charges 2017-18	22.85	
			03-5911	Gravenstein AT&T CALNET 3 Charges 2017-18	281.92	
			04-5911	Gravenstein AT&T CALNET 3 Charges 2017-18	136.55	
			Hillcrest AT&T CALNET 3 Charges 2017-18		59.86	501.18
1641415	05/16/2018	Californias Valued Trust	01-9572	Employee's CVT Health Plan Coverage 2017-18		44,031.00
1641416	05/16/2018	Clover-Storretta Farms Inc.	13-4700	Milk Purchases 2017-18		68.00
1641417	05/16/2018	David Cruz	04-5880	Boys Volleyball 4/17/2018		15.00
1641418	05/16/2018	Grainger Inc.	01-4380	Plug-in Transformers for Alarm Sys. -Gravenstein	3.34	
			03-4380	Plug-in Transformers for Alarm Sys. -Gravenstein	44.46	47.80
1641419	05/16/2018	Slembrock-Many Corporation	04-5830	Fire Alarm Monitoring-SMC	15.00	480.00
1641420	05/16/2018	Viviana Vigil	04-5880	Volleyball game 5/3/2018 Volleyball game 5/7/2018	15.00	30.00
1641421	05/16/2018	Christine Woodbury	04-5880	Boys Volleyball 4/12/2018	15.00	15.00
1642943	05/23/2018	Colleen M. Clements	04-5826	Reimbursement for Ashland misc.		140.56

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020 - Gravenstein Union School District

ReqPay12d

Board Report

Checks Dated 05/01/2018 through 05/31/2018

Board Meeting Date June 13, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1642944	05/23/2018	Clover-Stornetta Farms Inc.	13-4700 Milk Purchases 2017-18			22.50
1642945	05/23/2018	Lattice Educational Services	03-5810 Special Ed Services			348.05
1642946	05/23/2018	Office Depot	01-4350 District Office,Teacher Stapler & Nurse Supplies		6.20	
			01-4359 District Office,Teacher Stapler & Nurse Supplies		2.67	
			01-4390 District Office,Teacher Stapler & Nurse Supplies		3.19	
			03-4310 Classroom and Teacher Supplies		60.98	
			03-4350 District Office,Teacher Stapler & Nurse Supplies		75.61	
			03-4359 District Office,Teacher Stapler & Nurse Supplies		35.78	
			03-4390 District Office,Teacher Stapler & Nurse Supplies		42.46	
			04-4350 District Office,Teacher Stapler & Nurse Supplies		42.13	
			04-4359 Classroom and Teacher Supplies		135.45	
			04-4390 Moving Classrooms-Hillcrest		119.00	523.47
1642947	05/23/2018	Santa Rosa City Schools	13-4710 Lunch Program for 2017-18			5,931.00
1642948	05/23/2018	Santa Rosa Entertainment Co	04-5826 Epicenter-Reward Trip 2018			1,200.00
1642949	05/23/2018	Taylor Security and Lock Co., Inc.	03-5830 Door Locks for Gravenstein		4,428.80	
			Unpaid Tax		332.80-	4,096.00
1642950	05/23/2018	West County Health Centers	04-5830 Comprehensive Sex Ed. Classes			750.00
1642951	05/23/2018	Sara Furch	03-5826 Reimbursement- Fort Ross Art Proj.			73.57
1642952	05/23/2018	Airnee Otterson	03-4310 Mother's Day Project			63.69
1642953	05/23/2018	Amy L. Gloeckner	04-5202 Reimbursement SCASP-Workshop			10.00
1642954	05/23/2018	Kim I. Hawkins	03-4340 Senior Woolly Subscription			60.00
1642955	05/23/2018	ARC Alternatives	40-5830 Board Approved Prop 39 Consulting			9,225.00
1642956	05/23/2018	Graduation Source	04-4390 Graduation Gowns-added order			86.31
1642957	05/23/2018	Oriental Trading Company	04-4310 Supplies Order		109.88	
			Unpaid Tax		8.26-	101.62
1642958	05/23/2018	Sonoma County Office Of Ed.	04-5826 2018 Hillcrest Robotics Team Competition			80.00
1643973	05/25/2018	Analytical Sciences	04-5830 Water testing @ Hillcrest 2017-18			652.00
1643974	05/25/2018	John Deere Financial	01-4370 V-Belt for John Deere		6.12	
			03-4370 V-Belt for John Deere		74.62	
			04-4370 V-Belt for John Deere		41.59	122.33
1643975	05/25/2018	Clover-Stornetta Farms Inc.	13-4700 Milk Purchases 2017-18			90.50

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020 - Gravenstein Union School District

Generated for Wanda Holden (WILHOLDEN), Jun 8 2018 3:19PM

ReqPay12d

Board Report

Checks Dated 05/01/2018 through 05/31/2018

Board Meeting Date June 13, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1643976	05/25/2018	Creative Window Fashions Inc.	04-4400	Window Coverings for Hillcrest Classrooms		3,309.36
1643977	05/25/2018	Double Decker Lanes		Cancelled Double Decker Lanes Bowling		552.50 *
1643978	05/25/2018	Cancelled on 06/05/2018 Jack Schröder & Associates, In c.	40-5830	April 2018- Activities School Facilities #29288		833.75
1643979	05/25/2018	MCI Comm Service	12-5911	Daycare Phone Line for 2017-18		13.56
1643980	05/25/2018	Randy Merian	04-5880	Girls Flag football 5/17/18		40.00
1643981	05/25/2018	Office Depot	03-4359	Instructional Supplies		227.21
1643982	05/25/2018	Sonoma County Office Of Ed.	01-5809	2017-18 Classroom Housing Obligation		4,225.00
1643983	05/25/2018	SparkFun Electronics	04-4440	Microbit Go Bundle		570.90
1643984	05/25/2018	Robin Hobbins		Unpaid Tax	42.90-	528.00
1643985	05/25/2018	Ursula Kremer	03-5826	Reimbursement- Fort Ross Food		623.49
1643986	05/25/2018	John I. Collins	04-5826	Reimbursement-Ashland Lunch		52.58
1643987	05/25/2018	Sergio Blanco Navarro	04-4440	Reimbursement-Go Pro		165.53
1643988	05/25/2018	Business Card	01-4362	Grav.Maint.	4.98	260.69
			01-4380	Grav.Maint.	12.26	
			01-4390	Nurse Supplies	1.25	
			01-5869	Finance Charge	62.23	
			03-4362	Dist. Maint Fuel	60.70	
			03-4380	Maint.Grav. Misc.	161.62	
			03-4390	Nurse Supplies	16.75	
			04-4362	Dist. Maint.	33.83	
			04-4380	Maint.Supplies	28.83	
			03-4310	HP61 XL Ink-Evans	60.24	
1643989	05/25/2018	Office Depot		Supplies for Gravenstein	28.97-	31.27
1643990	05/25/2018	Ray Morgan Company	01-5633	Copier Contract Charges 2017-18		1,206.45
1644721	05/30/2018	Aimee Otkerson	03-4310	Reimbursement- Father's Day Gift Supplies		47.65
1644722	05/30/2018	Sergio Blanco	04-5826	Reimb for Bus Driver Hotel for Monterey Field Trip		155.72
1644723	05/30/2018	Committee For Children	04-4310	Hillcrest Counseling Program-3 yr		5,999.00
1644724	05/30/2018	Glowforge, Inc.	04-6400	Glowforge Pro -3D printer		6,589.15
1644725	05/30/2018	Pacific Gas & Electric	01-5520	Light Poles at Grav Elem 2017-18	1.77	
			03-5520	Light Poles at Grav Elem 2017-18	20.35	
				Total Number of Checks	99	149,506.62

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020 - Gravenstein Union School District

Generated for Wanda Holden (WILHOLDEN), Jun 8 2018 3:19PM

Checks Dated 05/01/2018 through 05/31/2018

Board Meeting Date June 13, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Cancel	1				552.50	
Net Issue					148,954.12	

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	30	61,538.21
03	Gravenstein Elementary Charte	48	24,048.57
04	Hillcrest Middle Charter	52	34,642.89
12	Child Development Fund	2	272.30
13	Cafeteria Fund	7	6,418.50
21	Building	1	2,433.00
40	Special Reserve-capital Proj	5	19,984.71
Total Number of Checks		98	149,338.18
Less Unpaid Tax Liability			384.06
Net (Check Amount)			148,954.12

Includes checks for only Bank Account COUNTY

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ESCAPE ONLINE
Page 7 of 7

Gravenstein Union School District
May Payroll Report

June 13, 2018 Regular Board Meeting

Certificated Salary & Benefits

Regular: \$ 445,156.27
Supplemental: \$ 41,674.48

Classified Salary & Benefits

Regular: \$ 85,090.75
Supplemental: \$ 2,568.70

Total Salary & Benefits

\$ 574,490.20

GRAVENSTEIN UNION SCHOOL DISTRICT EMPLOYMENT AGREEMENT

SUPERINTENDENT

This Employment Agreement ("Agreement") is made and entered into by and between JENNIFER SCHWINN ("Superintendent") and the Governing Board ("Board") of the GRAVENSTEIN UNION SCHOOL DISTRICT ("District"), collectively referred to as the "Parties."

The Parties agree as follows:

- 1. **Employment.** The Board hereby hires and employs the Superintendent to act and serve as the District's Superintendent of Schools, and the Superintendent hereby accepts such employment and agrees to satisfactorily perform the duties of the position during the term of this Agreement.
- 2. **Term.** The term of this Agreement is from July 1, 2018, through June 30, 2020, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.
- 3. **Work Year and Hours of Work.** The Superintendent's work year shall be 225 work days. It is understood that the demands of the position of Superintendent/Principal will require more than eight (8) hours a day and/or forty (40) hours of work per week. Superintendent is not entitled to receive overtime compensation.
- 4. **Compensation.** For and in consideration of the services rendered by the Superintendent, the Superintendent shall receive the following compensation:
 - a. **Salary.** The District shall pay the Superintendent an annual base salary of One Hundred Forty-two Thousand Five Hundred Dollars (\$142,500) for the 2018-19 school year. The Superintendent's annual base salary will be increased by 2.5% to One Hundred Forty-Six Thousand Sixty-Three Dollars (\$146,063) for 2019-20. At the Board's sole discretion, the 2018-19 base salary may be increased an additional amount, by Board action during a regular board meeting in open session, after GUTA contract negotiations for 2018-19 have been concluded.
 - b. **Master's Degree Stipend.** The District shall pay the Superintendent a Master's Degree stipend of \$1000/year in addition to her annual base salary. This stipend shall not be included when calculating step or COLA raises.
 - c. **Salary Payments.** The Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent.

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

6. **Retirement Contribution.** Superintendent is responsible for her share of contributions to CalSTRS.

7. **Transportation Expenses.** The Superintendent shall acquire, use, maintain and insure a personal automobile for school district business at the Superintendent's sole cost and expense. The District will pay the Superintendent \$200.00 a month as reimbursement for the use of her personal automobile for school district business travel within Sonoma County.

8. **Reimbursement for Work Related Expenses.** District shall reimburse Superintendent for all documented ordinary and necessary expenses incurred relative to employment as Superintendent and consistent with Board policies, regulations, and guidelines applicable to other certificated management employees.

Unless otherwise addressed in this Agreement, if the Superintendent seeks to be reimbursed for the cost of traveling outside of Sonoma County, such as for attending a conference in Sacramento, the Superintendent shall obtain written approval from Board President before incurring the expense.

9. **Professional Development.** District shall pay Superintendent's annual dues to the Association of California School Administrators (ACSA), and shall pay for Superintendent to attend the ACSA Superintendent's Symposium annually. At its sole discretion, Board may reimburse Superintendent for additional professional development activities.

10. **Technology Devices.** At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its

risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he or she has conducted any District business, regardless of whether the device is provided by District pursuant to the Agreement. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

11. **Positive Work Year Calendar.** During the period covered by this Agreement, the Superintendent shall work a positive work year of 225 days each fiscal year and will not be required to work more days unless mutually agreed upon by the Board and the Superintendent. Additional days worked beyond the 225-day work year for duties within

the Superintendent's job description shall not exceed 10 work days unless authorized by the Board and shall be paid at the Superintendent's daily rate. To determine the

Superintendent's daily rate-of-pay, the Parties agree that the Superintendent's annual base salary shall be divided by 225. As a result of working a positive work year calendar, Superintendent shall not be entitled to vacation.

12. **Sick Leave.** Superintendent shall accrue sick leave at the rate of one (1) day per month. Accrued and unused sick leave shall accrue from year to year without limitation as to amount. Accrued unused sick leave shall not be compensable upon separation. The Board shall be authorized to require verification of sick leave from time-to-time, as it deems appropriate.

13. **Duties.** Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.

a. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Agreement, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board

rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate her duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.

b. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out her duties, Superintendent shall provide educational leadership to District and make student learning and student success her highest priorities.

Superintendent shall endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

c. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

d. For any time period during which at least one district facility is open and Superintendent is unavailable, Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties and, when doing so, shall notify the Board President.

14. **Administrative and Board-Related Duties.** Superintendent shall establish and maintain positive community, staff, and Board relations. Superintendent shall attend all regular, special and closed session meetings of the Board, with the exception of any closed session meetings during which the Board wishes to discuss the performance of Superintendent without her being present. This duty may not be delegated unless permitted in writing by Board President.

a. Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

b. Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.

c. Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.

d. As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.

e. Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.

f. Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.

- g. Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.
- h. Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.,
- i. Superintendent shall have such other duties properly delegated to him or her by Board policies or by other Board actions.

15. **Personnel Duties.** Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.

- a. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. She shall also be responsible to periodically evaluate or cause to be evaluated all District employees.
- b. Superintendent shall provide leadership and direction in negotiations with all labor groups.

16. **External Relation Duties.** Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives. Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 7 and 8 of the Agreement. Superintendent shall regularly report to Board on all external relations activities.

17. **Duties as Principal of Gravenstein Elementary.** Superintendent shall serve as Principal of Gravenstein Elementary and agrees to perform the duties, as set forth in the Gravenstein Elementary School Principal Job Description, attached hereto as Exhibit A and incorporated herein as though fully set forth.

18. **Additional Duties.** Superintendent shall carry out all lawful activities as directed by Board from time to time.

19. **Medical Exam.** In light of the unique nature of the professional duties of Superintendent, Superintendent agrees to have a periodic physical examination as requested by the Board, at district expense. The examination shall be conducted by a licensed physician selected by Superintendent. The physician shall provide the Board with a written statement limited solely to the physician's determination of the continued fitness of Superintendent to perform the

duties required under the Agreement, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Superintendent to submit to a fitness for duty exam at any time, or as otherwise permitted by law.

20. Driver's License. Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

21. Evaluation. Board shall evaluate Superintendent in each year, utilizing the following process:

- a. Prior to September 1 of each year, Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Agreement, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent.
- b. Prior to October 1 of each year, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to the above paragraph. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory."
- c. Prior to April 1 of each year, Superintendent shall remind Board in writing of Board's evaluation obligations under the Agreement, and Superintendent and Board shall agree on dates for Superintendent's evaluation and the other steps of the evaluation process as described herein.
- d. Prior to May 31 of each year, Superintendent shall provide Board with an annual report regarding the state of the District and shall also make a presentation based on the report at a regularly scheduled Board meeting.
- e. Prior to June 30 of each year, and after receiving Superintendent's state of the District report, each of the following shall occur:
 - Each Board member shall individually complete the evaluation instrument;
 - Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
 - Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.

f. The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.

g. Failure of Board to complete the evaluation process does not constitute a material breach of the Agreement and shall not result in the amendment or extension of the Agreement. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 23 through 25, inclusive.

22. **Agreement Renewal or Extension.** There shall be no renewal or extension of the Agreement. Should Board desire Superintendent to continue as Superintendent beyond the term of the Agreement, the Parties shall negotiate and execute a new agreement.

23. **Notice of Agreement Non-Renewal.** Should Board determine that it does not wish to negotiate and execute a new agreement at the end of the term of the Agreement, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Agreement, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide notice of non-renewal, the Agreement shall automatically be renewed on the same terms but only for a period of one year.

a. Superintendent's Duty to Notify Board. Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Agreement, Superintendent shall, in writing, remind each Board member of Board's obligation to give written notice pursuant to this Paragraph. Failure by Superintendent to provide notice to Board shall invalidate the notice requirement under this Paragraph and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in this Paragraph.

24. **Termination for Cause.** Notwithstanding any other provision of the Agreement, Superintendent may be terminated for cause prior to the expiration of the Agreement, for any of the following:

- Failure by Superintendent to possess or maintain a valid California Administrative Credential
- Suspension or revocation of Superintendent's California Administrative Credential
- Neglect of Duty
- Physical or mental inability of Superintendent to perform her duties
- Material breach of the Agreement

- Superintendent interviews for any other position during the term of the Agreement and he or she fails to notify Board President within three days of the interview
- Any other legally permissible reason, including but not limited to conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. Superintendent acknowledges that he or she is District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.

a. **Notice.** Prior to terminating Superintendent for cause, Board shall give Superintendent thirty (30) days written notice of its intention to terminate her for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

b. **Effective Date.** Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under this Agreement shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit under this Agreement including, but not limited to, the benefits described in Paragraphs 5 through 12, inclusive.

A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

25. **Termination Without Cause.** Notwithstanding any other provision of the Agreement, Board shall have the sole right to terminate Superintendent without cause at any time before its normal expiration. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent her base salary and medical/dental/vision and other benefits provided under the Agreement for either six (6) months or the number of months

remaining on the Agreement, whichever is less. The compensation set forth in this Paragraph shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

26. **Termination by Mutual Consent.** Notwithstanding any other provision of the Agreement, Board and Superintendent may, by mutual consent, terminate this Agreement before its expiration. If the Agreement is terminated under this Paragraph, the maximum cash settlement that Superintendent may receive shall either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Agreement or (ii) an amount equal to the monthly salary of Superintendent multiplied by twelve (12), whichever is less. This paragraph is set forth herein because it is required by subdivision (a) of government Code Section 53260 but the Parties agree that it shall be superseded by the provisions set forth in Paragraph 24 in the event that Superintendent is terminated for cause or by the limitations set forth in Paragraphs 25 - 26 in the event that Superintendent is terminated without cause.

27. **Death.** Death of the Superintendent immediately terminates this Agreement.

28. **Liability for Taxes.** Notwithstanding any other provision of the Agreement, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Agreement or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

29. **Superintendent Indemnification.** District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against her in her personal capacity or in her official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to her employment with District. In no event will any individual Board member be personally liable for indemnifying Superintendent.

30. **Complete Agreement.** This Agreement is the full and complete agreement and understanding between the Parties concerning Superintendent's employment with the District. It can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Agreement. This is an integrated document. The Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between Board and Superintendent.

31. **Governing Law and Venue.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced with, and governed by, the laws of the State of California without regard to principles of conflict of laws. The Parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Sonoma County, California.

32. **Construction.** This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

33. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to Superintendent at the following address:

Jennifer Schwinn
2341 Morningside Circle
Santa Rosa, CA 95405

Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

34. **Attorney's Fees.** In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

35. **Severability.** If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

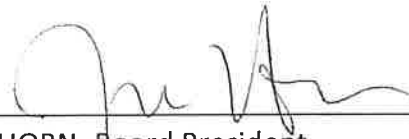
36. **AB 1344.** If Superintendent is convicted of a crime involving abuse of her office, Superintendent shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code. Pursuant to Government Code Section 53243.2, any funds received by Superintendent from District resulting from Board's decision to terminate Superintendent without cause pursuant to Paragraphs 25, inclusive, shall be fully reimbursed to District if Superintendent is convicted of a crime involving the abuse of her powers of office. If District funds the criminal defense of Superintendent against charges involving the abuse of her office or position, and Superintendent is then convicted of those charges, Superintendent shall fully reimburse District for all District funds paid for Superintendent's criminal defense.

37. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed in the Agreement.

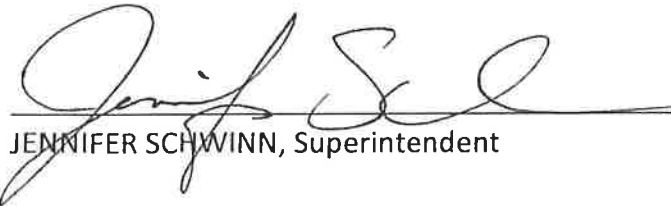
38. **Conflict with Board Policies.** In the event of a conflict between the terms of the Agreement, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Agreement shall prevail.

IN WITNESS, we affix our signatures to the Agreement as the full and complete understanding of the relationships between the parties.

On Behalf of the GOVERNING BOARD OF THE GRAVENSTEIN UNION SCHOOL DISTRICT:


 _____ Date 6/5/2018
 JIM HORN, Board President

I, JENNIFER SCHWINN, accept Board's offer of employment and agree to comply with the Agreement and fulfill all of the duties required herein as Superintendent of the Gravenstein Union School District.


 _____ Date 6/5/18
 JENNIFER SCHWINN, Superintendent

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency): Gravenstein Union School District
3840 Twig Ave., Sebastopol CA 95472

County Clerk
County of: Sonoma
585 Fiscal Dr., room 103
Santa Rosa, CA 95403

(Address)

Project Title: Solar Array Installations

Project Applicant: Gravenstein Union School District

Project Location - Specific: Gravenstein Elementary School, Phase 3 Multi-Use Modernization
3840 Twig Ave., Sebastopol CA 95472
Hillcrest Middle School Improvements
725 Bloomfield Rd., Sebastopol CA 95472

Project Location - City: Sebastopol Project Location - County: Sonoma

Description of Nature, Purpose and Beneficiaries of Project:

The project consists of the construction and installation of freestanding solar/photovoltaic systems on the Districts existing roof (Gravenstein Elementary School) and parking lot (Hillcrest Middle School). The solar energy will be supplied to these two school sites.

Name of Public Agency Approving Project: Gravenstein Union School District

Name of Person or Agency Carrying Out Project: Gravenstein Union School District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 14 CCR 15303, 15311, & 15314
- Statutory Exemptions. State code number: Public Resource Code section 21080.35

Reasons why project is exempt:

The projects consist of the construction and install of small accessory solar/photovoltaic systems on an existing school site roof (Gravenstein Elementary School) and a parking lot (Hillcrest Middle School) and will not increase the capacity of the school. Additionally, the installation of solar energy systems, including associated equipment at an existing parking lot and roof is statutorily exempt under Pub. Res. Code section 21080.35

Lead Agency
Contact Person: Jennifer Schwinn, Superintendent Area Code/Telephone/Extension: 707-823-7008

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

V B.



www.counterpointcs.com

To: Jennifer Schwinn, Superintendent

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

Date: 6/7/2018

Project: Gravenstein E.S. Ph 3
LLB Docs

We are sending you the following via:

Copies	Date	Description/Comment
1 Set	6/7/2018	LLB Docs for signatures

These are transmitted as checked:

- For Approval
- For Review
- For Your Use
- As Requested
- Returned for Corrections
- Other-See Comments

Comments:

Please sign at all of the purple tabs - upon signing, please make two full copies. One for GCCI & one for CCS. We will pick them up on Wednesday's construction meeting.

Sincerely,
COUNTERPOINT CONSTRUCTION SERVICES, INC.

Renee Franceschi
Project Coordinator

cc: Files



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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

FACILITIES LEASE

by and between

GCCI, INC.

and

Gravenstein Union School District

May 16, 2018

Gravenstein Union School District

Gravenstein Elementary School Phase III Project

FACILITIES LEASE

This **FACILITIES LEASE** is made as of the May 16, 2018, between the **Gravenstein Union School District** and the Lessor, **GCCL, INC.** (license no. 729437).

WHEREAS, the District desires to provide for the construction of the above described project (“Project”), Gravenstein Elementary School Phase III;

WHEREAS, on the date hereof, the District has leased to the Lessor certain real property, more particularly described in Attachment A to the Site Lease (“Site”), for the construction of the Project pursuant to the terms of the Site Lease dated as of the date hereof by and between the District and Lessor.

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease the Site to Lessor for Lessor to construct the Project and to leaseback the Site and Project to District, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, Lessor is authorized to lease the Site as lessee and to construct the Project on the Site and to lease the Project and the Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Board of Trustees of the District has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Lessor and by simultaneously entering into this Facilities Lease under which the District will lease back the Site and the Project from Lessor and make Lease Payments on the dates and in the amounts set forth in the payment schedule attached hereto as Attachment A (“Lease Payment Schedule”); 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 of this Facilities Lease 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 Facilities Lease.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Lessor agree as follows:

1 **DEFINITIONS.**

- 1.1 Contract Documents: those documents identified as such in the Agreement.
- 1.2 Lease Documents. This Facilities Lease, the Site Lease and the Contract Documents.
- 1.3 Lessor: **GCCL, INC.**
- 1.4 Lessor Representative: any person authorized and designated by the Lessor to act on its behalf.

- 1.5 District: the Gravenstein Union School District.
- 1.6 District Representative: any person authorized and designated by District to act on its behalf.
- 1.7 Facilities: The Project and the Site.
- 1.8 Facilities Lease: this Facilities Lease as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.
- 1.9 Lease Payment Schedule: the lease payment schedule set forth at Attachment A hereto.
- 1.10 Permitted Encumbrances: as of any particular time: (i) the Site Lease; (ii) this Facilities Lease; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease and which will not materially impair the use of the Site; and (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which District consents in writing which will not impair or impede the operation of the Site.
 - 1.10.1 Project: the Gravenstein Elementary School Phase III Project.
- 1.11 Site: those certain parcels of real property and improvements thereon more particularly described in Attachment A to the Site Lease.
- 1.12 Site Lease: the Site Lease dated as of May 16, 2018, entered into by the District and GCCL, INC., as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.
- 1.13 Term: the time during which this Facilities Lease is in effect, as provided for herein.
- 1.14 Work: all labor, materials, equipment, utilities, services and transportation necessary to complete the Project in accordance with the Contract Documents.
- 2 **REPRESENTATIONS, COVENANTS, AND WARRANTIES.**
 - 2.1 **District.** The District represents, covenants, and warrants as follows:
 - 2.1.1 The District is a California public school district, duly organized and existing under the laws of the State of California.
 - 2.1.2 The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder and has duly authorized the execution of this Facilities Lease.
 - 2.1.3 Neither the execution and delivery of this Facilities Lease nor the Site 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 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.
 - 2.2 **Lessor.** The Lessor represents, covenants, and warrants as follows:
 - 2.2.1 The Lessor is duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; holds a valid California contractor's license, 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.
 - 2.2.2 Neither the execution and delivery of this Facilities Lease or the Site 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 Lessor is now a party or by which the Lessor 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 Lessor, or upon the Site, except Permitted Encumbrances.

2.2.3 Except as otherwise provided herein, the Lessor shall not assign this Facilities Lease, its right to receive Lease Payments and prepayments from the District, or its duties and obligations hereunder to any other person, firm or Lessor so as to impair or violate the representations, covenants and warranties contained in this Paragraph 2.2.

2.2.4 The Lessor has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder and has duly authorized the execution of this Facilities Lease.

3 **CONSTRUCTION OF PROJECT.** The Lessor shall perform the Work and construct the Project in accordance with the Contract Documents. Lessor, 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. The Performance Bond shall name the District as obligee. Lessor hereby assigns to the District any and all of its rights under the Performance Bond. Lessor and any subcontractors shall be licensed by the Contractors' State License Board at all times during the Project.

4 **AGREEMENT TO LEASE**

4.1 **Purpose of Facilities Lease.** Lessor hereby leases the Facilities to the District and the District hereby rents said Facilities from the Lessor under the terms and conditions hereafter set forth and subject to all easements, encumbrances and restrictions, including without limitation the terms and conditions of the Site Lease. The District shall not utilize any of the Facilities until authorized to do so by the architect. Nothing in this Facilities Lease restricts the duties of the Contractor to complete the Project in accordance with the Contract Documents. The Lessor shall maintain Builder's Risk Insurance on the Project until final completion and acceptance by the District. The District shall, during the Term of this Facilities Lease, make Lease Payments to Lessor on the dates and in the amounts set forth in the Lease Payment Schedule attached hereto as Attachment A.

4.2 **No Merger.** The leasing of the Site by the Lessor to the District pursuant to this Facilities Lease shall not affect or result in a merger of the District's leasehold estate and its fee estate as lessor under the Site Lease throughout the term thereof and the Term of this Facilities Lease. As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

4.3 **Expiration of Facilities Lease.** This Facilities Lease shall expire upon the earliest of any of the following events: (1) upon completion of the Project, as provided in the Contract Documents, and payment of the final Lease Payment, as provided in the Lease Payment Schedule; (2) upon Termination by the District in accordance with Paragraph 4.5.1 below; or (3) upon Termination by the Lessor in accordance with Paragraph 4.5.2 below ("Expiration Date"). Notwithstanding any other provision of this Facilities Lease, upon expiration of this Facilities Lease for any reason whatsoever, the Site Lease shall be deemed expired simultaneously therewith.

4.4 **Term of Facilities Lease.** The term of this Facilities Lease shall commence as of the Notice to Proceed issued by the District to Lessor and shall continue until the Expiration Date.

4.5 **Termination.**

4.5.1 **Termination by District.** The District shall have the right to terminate the Lease Documents, including this Facilities Lease, in the event of a default by Lessor in accordance with the General Conditions.

- 4.5.2 **Termination by Lessor.** The Lessor shall have the right to terminate the Lease, including this Facilities Lease, in the event that the District fails to timely disburse Lease Payments in accordance with Attachment A (2) hereto, despite faithful performance of Lessor of all its obligations under the Contract Documents, and the District fails to cure same within thirty (30) days from receipt of written notice by Lessor of its intent to terminate the Contract Documents pursuant to this paragraph. In the event of such termination during the time of the lease period set forth in Attachment A (2), the Lessor may re-let the premises; however, title to the premises shall vest in the District in any event upon the expiration of the term of any such new lease, the term of which shall not exceed the remaining term on the lease at the time of such termination. . Notwithstanding any other provision of this Facilities Lease, upon termination of this Facilities Lease for any reason whatsoever, the Site Lease shall be deemed terminated simultaneously therewith.
- 4.6 **Possession.** The District shall take possession of the Project in accordance with the Contract Documents.
- 4.7 **Lease Payments.**
- 4.7.1 Subject to the provisions of Paragraphs 3, 4, and 9 hereof, and in accordance with the General Conditions, the District agrees to pay to Lessor as rental for the use and occupancy of the Project and the Site Lease Payments during the Term in the amounts and on the dates specified in the Lease Payment Schedule, Attachment A hereto.
- 4.7.2 The District and the Lessor understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated, or otherwise legally available, for the purpose of paying Lease Payments or other payments due hereunder as consideration for use of the Site during the fiscal year of the District for which such funds were budgeted and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder. The District has not pledged the full faith and credit of the District, the State of California or any agency or department thereof to the payment of the Lease Payments or any other payments due hereunder.
- 4.8 **Quiet Enjoyment.** Excepting any interference resulting from the Lessor's performance of the Work of the Project, during the term of this Facilities Lease, the Lessor shall provide the District with quiet use and enjoyment of the Site, and the District shall during such Term peaceably and quietly have and hold and enjoy the Site, without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Facilities Lease. The Lessor will, at the request of the District, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent of the Lessor may lawfully do so. Notwithstanding the foregoing, the Lessor shall have access to the Site as provided in Paragraph 7 hereof.
- 4.9 **Title to the Site and Project.** During the Term of this Facilities Lease, the District shall hold title to the Site and the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. The title to the Project and any and all additions which comprise fixture, repairs, replacements or modifications thereof, as construction progresses shall remain in the Lessor

until the final lease payment is made, at which time title shall vest in the District, unless Lessor or District terminates this Facilities Lease; if and when Lessor or District terminates this Facilities Lease, title to work in place including stored materials for which payment is made by or on behalf of District shall vest thereupon in District. Lessor shall not convey or transfer title to the Project or any portion thereof including any additions thereto to any third party.

5 **TAXES AND ASSESSMENTS.** The District shall cause to be paid all taxes and assessments of any type or nature charged the District affecting the Project and the Site except for those taxes and assessments that are due from Lessor.

6 **EMINENT DOMAIN.**

6.1 **Eminent Domain Takings.** If all of the Project and the Site shall be taken permanently under the power of eminent domain, the term of this Facilities Lease shall cease on the day possession shall be so taken. If less than all of the Project and the Site shall be taken permanently, or if all of the Project and the Site or any part thereof shall be taken temporarily, under the power of eminent domain:

6.1.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary; and,

6.1.2 There shall be a partial abatement of Lease Payments such that the resulting Lease payments represent fair consideration for the use and occupancy of the portion of the Project and the Site, if any, which is not taken under the power of eminent domain as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder.

6.2 **Eminent Domain Award.** The net proceeds of any eminent domain action relating to the Project and/or the Site shall be payable to the District. The term "net proceeds" as used herein shall mean the amount of the Eminent Domain Award less payments made to Lessor under this Facilities Lease.

7 **ACCESS.** Lessor shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to the Contract Documents. District and/or any of its authorized representatives shall have the right at all reasonable times to enter upon the Site for any purpose at its sole discretion.

8 **ASSIGNMENT OR SUBLEASING.** Lessor shall not assign this Facilities 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 Lessor shall not be relieved of its obligations or liabilities under the Lease Documents.

9 **MISCELLANEOUS**

9.1 **Triple Net Lease.** This Facilities Lease shall be deemed a "net-net-net" lease and the District agrees that the Lease Payments shall be an absolute net return to the Lessor, free and clear of any expenses, charges or setoffs, except as otherwise provided in the Contract Documents.

9.2 **Governing Law; Interpretation.** This Facilities 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 Lessor. Unless otherwise specified, where there is inconsistent language between this Facilities Lease, the Site Lease and/or the Contract Documents, the terms of this Facilities Lease shall govern; where there is inconsistent language between the Site Lease and the Contract Documents, the Site Lease shall govern.

9.3 **Successors.** This Facilities Lease and all terms hereof shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties.

9.4 **Authority.** The individual executing this Facilities Lease on behalf of Lessor warrants and

represents that he /she is authorized to execute this Facilities Lease and bind Lessor to all terms hereof. The individual executing this Facilities Lease on behalf of District warrants and represents that he/she is authorized to execute this Facilities 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 Facilities Lease.

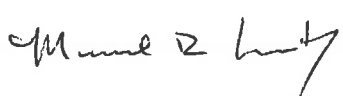
- 9.5 **Marginal Headings; Captions.** The titles of the various Paragraphs of the Facilities Lease are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of Lessor and District hereunder.
- 9.6 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Facilities 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 Lessor.
- 9.7 **Dispute Resolution.** Notwithstanding any other provision of the Contract Documents, any and all claims by the Contractor 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.
- 9.8 **Severability.** If any provision of this Facilities 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, or it may so limit the application of any unconscionable clause so as to avoid any unconscionable result.
- 9.9 **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.
- 9.10 **Notices.** Notices Lessor 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 Facilities 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 set forth in the Site Lease.
- 9.11 **Entire Agreement.** This Facilities Lease and the documents enumerated below are all of the documents forming a part of the Facilities Lease: Attachment A, Schedule of Lease Payments. The foregoing constitutes the entire agreement and understanding between the District and Lessor concerning the subject matter hereof, replacing and superseding all prior agreements or discussions, whether written or oral. No term or condition of this Facilities Lease or the Lease Payment Schedule shall be modified, amended or supplemented except by a writing executed by the District and the Lessor.

This Facilities 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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

On _____, 2018, before me, the undersigned notary public, personally appeared _____, [personally known to me] OR [proved to be on the basis of satisfactory evidence to be the person(s) whole name(s) is/are subscribed to the within instrument] and acknowledged by me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

See Attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)

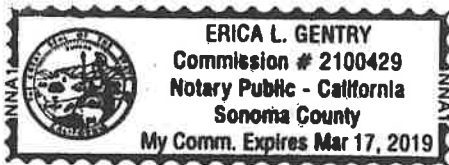
On June 6, 2018, before me, Erica L. Gentry, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Raymond Gentry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erica L. Gentry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ATTACHMENT A

SCHEDULE OF LEASE PAYMENTS

1) Payments during the time period of the Work

The Work on the Project shall be performed as described in the Contract Documents. The payments by the District to Lessor during this time period shall correspond therewith. The District shall make payments to Lessor totaling the amount of \$2,102,554.25, payable as follows: during the performance of the Work, Lessor shall submit to the District for approval Applications for Payments as provided in the General Conditions.

2) Lease Payments during District occupancy following Final Completion

In addition to the payments provided for in paragraph (1) above, commencing on the first day of the month immediately following Final Completion, as defined in the General Conditions, the District as Tenant shall use and occupy the completed premises and shall make monthly rental payments to the Lessor as Landlord in the amount of \$9,221.73 per month for a total of twelve (12) months thereafter for a total lease payment under this provision of \$110,660.75. During this time period, the District shall have exclusive occupancy of the premises. However, the Lessor is entitled to reasonable access to the premises to resolve warranty and repair issues. The District's insurance of the premises shall be considered primary during this time period. The District shall be responsible for the cost of all utilities incurred during its use of the premises. The District shall be liable for damages to the premises caused by its willful or reckless misconduct.

LEASE-LEASEBACK AGREEMENT
For the Gravenstein Elementary School Phase III Project

THIS LEASE-LEASEBACK AGREEMENT (“Agreement”) is entered into as of May 14, 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 February 27, 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 75 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: \$ 200.00 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 \$2,213,215.00 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 5% 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: GCCI, 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

See attached

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 AXIA Architects dated February 27, 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.



Recommendation for Selection of Contractor

Re: Gravenstein Union School District – Gravenstein Elementary School Phase III Contractor Request for Proposals Lease-Leaseback - Recommendation for selection of General Contractor.

February 9, 2018

Jennifer Schwinn, Superintendent
Gravenstein Union School District
3840 Twigg Ave., Sebastopol CA 95472
Telephone: (707) 823-7008
Fax: (707) 823-2108
jschwinn@grav.k12.ca.us

Dear Jennifer,

On Wednesday, January 17, 2018, the District received proposals from qualified contracting firms pertaining to the referenced Construction Project(s). The following is our report on the process and our recommendation:

Pursuant to Education Code section 17406, the District Governing Board adopted and published Administrative Regulation 3311.2, which provides the procedures and guidelines for evaluating the qualifications of proposers that ensures the best value selection was done in a fair and impartial manner.

On behalf of the District, we advertised the Request for Proposal in a The Santa Rosa Press Democrat, a newspaper of general circulation, and the North Coast Builders Exchange a trade journal of general circulation, on dates 12/20/2017 and 12/27/2017, with a proposal opening date of January 17, 2018. We received four (4) responses to the RFP from the following contractors: GCCI, Inc., FRC Inc., Midstate Construction and Murray Builders. We reviewed and documented the proposals received in accordance with District AR 3311.2 and Education Code section 17406. On Thursday, January 25, 2018, we interviewed all of the contractors who submitted a proposal.

The following is summary of the result of that review process:

Analysis of Proposals:

The Request for Proposals required that each respondent provide five (5) fundamental components:

1. Cover Letter
2. Table of Contents
3. Project Specific Proposals for Prefabricated Modular Buildings
4. Experience & Pricing
5. Firm Information

All contractors satisfied the above criteria in all manners.

Scoring of Proposals:

The RFP set forth the following scoring criteria to be utilized in the determination of the Best Value Score (Contractor), in which the contractor can score a maximum of 950 points for all criterion. 600 Points was the maximum points available based on the "Scored Questions" section of the RFP. There was an additional 350 points maximum available, which was assessment based, per the contractors response to the RFP, as well as their interview. The interview criteria was broken down as such:

1. Staffing
2. Scheduling
3. Project management of current workload
4. Responsiveness
5. Paperwork processing
6. Lease-Lease back experience
7. Subcontractor relationships
8. Assessment of Project team, including qualifications and experience
9. Experience with similar projects; owner evaluation, quality and budget control
10. Project management, including planning, coordination, scheduling, cost control, capabilities and techniques.
11. Price

The following is a brief summary of the Contractors Scoring per their respective proposals and interviews:

	Contractor	Best Value Scores (total earned out of total possible)
1	GCCI, Inc.	940 / 950
2	FRC, Inc.	915 / 950
3	Midstate Construction	835 / 950
4	Murray Builders	710 / 950

Recommendation:

All responses received were responsive and responsible in all manners. The most significant factors for this project, in regards to above summary of proposals received, are the contractor fee, the contractors experience with Lease Lease-Back projects, and the districts relationship with each firm. Per Education Code section 17406 and the above summary of scores, GCCI, Inc. earned the highest score and has been identified as the best value score. Based on the above process and analysis, we recommend the district select GCCI, Inc. for the Gravenstein Elementary School Phase III Project.

Please do not hesitate to call or email should you have any questions or concerns.

Sincerely,

COUNTERPOINT CONSTRUCTION SERVICES, INC.

Justin Walling
Principal

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: 5/30/18

Manuel R Ley
Signature

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

May 16, 2018

SITE LEASE

Gravenstein Elementary School Phase III Project

THIS SITE LEASE is made as of the May 16, 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 May 10, 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.

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- 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 95406

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

STATE OF CALIFORNIA

)

)ss.

COUNTY OF SONOMA

)

On _____, 2018 before me, the undersigned notary public, personally appeared _____, [personally known to me] OR [proved to be on the basis of satisfactory evidence to be the person(s) whole name(s) is/are subscribed to the within instrument] and acknowledged by me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

see Attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)

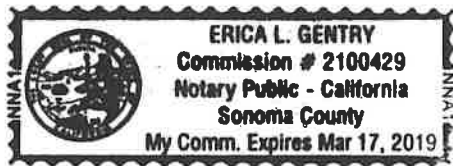
On June 6, 2018 before me, Erica L. Gentry, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Raymond Gentry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erica L. Gentry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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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: 5-30-18

Name of Contactor: GCCI, Inc

Signature: Shari Gentry

Print Name: Shari Gentry

Gravenstein Union School District
Gravenstein Elementary School Phase III Project

LEASE LEASEBACK GENERAL CONDITIONS

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1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents duly approved by the parties and, if necessary, approved by DSA.

Approved: Approved by the District or the District's authorized representative unless otherwise indicated in the Contract Documents.

Architect: The person or firm holding a valid license to practice architecture or engineering in California which has been designated to provide architectural or engineering design services on this Project.

As Directed: As directed by the District or its representative, unless otherwise indicated in the Contract Documents.

As Selected: As selected by the District or its representative, unless otherwise indicated in the Contract Documents.

Construction Manager: The individual or entity named as such by the District. If no Construction Manager is designated for the Project, all references to the Construction Manager in these Contract Documents shall mean the District and/or its designee.

Contract: The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

Contract Documents: The Contract Documents are described in the Contract for this Project.

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor for the work of this Project.

District and/or Owner: The District, its authorized officers and employees, and authorized representatives.

DSA: The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Furnish: Purchase and deliver to the site of installation.

Governing Board: The Governing Board of the District.

Indicated or As Shown: Shown on drawings and/or as specified.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Modification: An authorized change to the Contract Documents which may or may not include a change in contract price and/or time.

Project: The total construction work and activities described in these Contract Documents.

Secure: Obtain.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

2. ARCHITECT

The Architect is responsible for the overall design of the Project. The working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents have been prepared by the Architect.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Lease Leaseback Agreement and all Addenda, these General Conditions, all approved change orders, the required Bonds and the Insurance documents, the Notice to Proceed, any Supplemental Conditions, the Technical Specifications, the Drawings, the Site Lease and the Facilities Lease. The Contract Documents are complementary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the District and the Architect for appropriate action before signing the Contract. The Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect, who will issue instructions or corrections.

c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Contract. Where no standard is identified, and a manufacturer is specified, the manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

e. Reference to the Singular

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

- a. Drawings and Specifications are to be read as an integrated document.
- b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.
- c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.
 - 1) The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. TRADE DIVISIONS

Segregation of the Specifications into the designated trade divisions is only for the purpose of facilitating descriptions and shall not be considered as limiting the work of any subcontract or trade. Subject to other necessary provisions set forth in the Specifications, the terms and conditions of such limitations or inclusions shall lie solely between the Contractor and its Subcontractors. "Scope" as indicated in each section of the Specifications shall serve only as a general guide to what is included in that section. Neither the stated description nor the division of the plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.

- a. The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the Contractor sees fit to the various Subcontractors, subject to applicable law. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular Subcontractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the plans or Specifications.
- b. If the Contractor elects to enter into any subcontract for any section of the work the Contractor assumes all responsibility for ascertaining that the Subcontractor for the work

is competent, licensed, solvent, thoroughly acquainted with all conditions and legal requirements of the work, has included all materials and appurtenances in connection therewith in the subcontract, and has performed its work in strict compliance with the Contract Documents.

- c. It shall be the responsibility of the Contractor to promptly notify each prospective Subcontractor of all portions of the Contract Documents, including the General Conditions, Supplemental Conditions and any parts of sections of Specifications or plans that the Contractor intends to include as part of the subcontract.

6. MASTER MANDATORY PROVISIONS

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project and in accordance with best practices.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.
- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.
- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

7. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the inspector in the performance of such duties.
- b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall

be replaced by the Contractor with one who is acceptable. The superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.

- c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

8. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall submit Verified Reports as defined in §§4-336 and 4-343 (c), Group 1, Chapter 4, Part I, Title 24, California Code of Regulations ("CCR"). The duties of the Contractor are as defined in §4-343, Group 1, Chapter 4, Part I, Title 24, of the CCR. Contractor shall keep and make available a copy of Title 24 of the CCR at the job site at all times.
- c. Where, because of short supply, any item of fabricated materials and/or equipment, indicated on drawings or specified is unobtainable and it becomes necessary, with the consent of the Architect, to substitute equivalent items differing in details or design, the Contractor shall promptly submit complete drawings and details indicating the necessary modifications of the work. This provision shall be governed by the terms of the General Conditions regarding Submittals: Shop Drawings, Cuts and Samples.

- d. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor's employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

9. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the list submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.
- b. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of the Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS

- a. Prior to commencing any work, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:
 - 1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.
 - 2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.
- b. Corporate sureties on these bonds must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California.

All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Contract, using the forms provided by the District, may result in cancellation of the award of Contract.

- c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.
- d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

11. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guide's latest edition. Required documentation of such insurance shall be furnished to the District at the time Contractor returns the executed Contract. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved by the District and a notice to proceed has been issued.
- b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:
 - 1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than either:

- a. \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate with a \$5,000,000.00 umbrella/excess; or
- b. \$2,000,000.00 annual combined single limit.

2) Builders Risk Insurance:

 Contractor is not required to procure and maintain builders' risk insurance (all-risk coverage).

 x Contractor shall procure and maintain builders' risk insurance (all-risk coverage) on a one hundred percent completed value basis on the insurable portion of the project for the benefit of the District, and the Contractor and subcontractor as their interest may appear.

3) 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 non-owned vehicles and be included on the umbrella/excess policy.

- c. The certificate(s) for the both the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

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

- d. The certificate(s) for the both the General Liability Policy and the Automobile Liability Policy, as well the Builders' Risk Policy if required above, shall be endorsed with the following specific language:

- 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
- 2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.

- 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
 - 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
 - 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or "modified occurrence," policy (policies).
- e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.
- f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- g. Workers' Compensation Insurance:
- 1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom the Contractor may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.
 - 2) If the Contractor fails to maintain such insurance, the District may take out worker's compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.

- 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.
- 4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

12. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Architect of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.
- c. If the work under this Contract is for the construction of a school building as defined by the Education Code, then the following provisions shall apply to the Contract:
 - 1) All work shall be executed in accordance with the current requirements of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the DSA approved plans and Specifications will be permitted except upon a Change Order or Addenda, signed by the District and Architect and approved by the Division of the State Architect and the State Fire Marshal, if applicable.

- 2) The Division of the State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

- a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify the District sufficiently in advance to submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.
- b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

14. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the contract price. The Contractor shall indemnify, defend, and hold harmless the District, its Governing Board, the Architect, and their officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.

15. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.
- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of

the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.

- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other contractor except with the written consent of the Architect, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and, if necessary, shall provide calculations proving the safety in so doing.
- d. If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of an adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety to workers and others.
- e. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

16. HAZARDOUS MATERIALS

Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the Project grounds. If such substances or materials are encountered, work shall cease in that area and the District shall be promptly notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the District.

a. General

- 1) No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.
- 2) Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite.
- 3) Any or all material containing greater than one tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.
- 4) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

- 5) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work shall be removed by the Contractor at no additional cost to the District.

b. Decontamination and Removal of hazardous material from prior work

- 1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency ("EPA").
- 2) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos subject to the approval of the District.
- 3) The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
- 4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. Hold Harmless

- 1) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at Contractor's risk and at Contractor's discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this Contract the Contractor acknowledges the above and agrees to hold harmless, as set forth in the indemnity provisions of this Contract, the Owner, its employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct Contractor's employees and agents with respect to the above-mentioned standards, hazards, risks and liabilities.
- 2) The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that Contractor has instructed Contractor's employees and agents with respect to the above-mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the Contract Documents.

d. Certification

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law shall not be used in construction.

17. TEMPORARY FACILITIES

- a. The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.
- b. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the proper installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.
- c. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the Project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore the premises and property to their original condition.
- d. See the Supplemental General Conditions and/or specifications for requirements concerning temporary sanitary facilities and utilities. Not Applicable 05/24/18. Per SCLS, The supplemental general conditions are only issued if they are necessary and are usually done through the specs or an addendum

18. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the Supplemental General Conditions.

19. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.
- b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.

- c. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

20. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the approval of the Contract by the District, the Contractor shall prepare and submit to the District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.
- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.
- c. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the District and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective and timely accomplishment of the entire Project.

21. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with the District, priority of a governmental agency for materials or

equipment, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

- b. A request for extension of time and compensation related thereto shall be made in writing to the District within ten (10) calendar days of the date the delay is encountered or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to the District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- d. The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the District of the right to collect liquidated damages for other delays or of any other rights to which the District is entitled.

22. LIQUIDATED DAMAGES

- a. Should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor may also be assessed liquidated damages for failure to meet milestones specified in the

Contract Documents, regardless of impact on overall Project completion. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final Completion is due to acts of the District. It is expressly stipulated and agreed by Contractor and District that it would be impractical and extremely difficult to fix the actual amount of damages.

- b. Any money due or to become due the Contractor may be retained to cover liquidated damages. Should such money not be sufficient to cover the liquidated damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.
- c. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated damages as set forth in this section.
- d. The assessment of Liquidated Damages does not otherwise limit the right of the Owner to claim a loss or damages incurred by the Owner for reasons other than delay (e.g. damages due to defective work).

23. DISTRICT'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the

Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.

- 2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Suspension for Convenience:

The District reserves the right, in its sole discretion, to suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of suspension for convenience, Contractor shall have no claims against the District, except:

- 1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- 2) Five percent (5%) of the total cost of the work performed as of the date of notice of suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractor's lost profits and other damages resulting from the suspension for convenience.

24. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other

payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

25. COORDINATION WITH OTHER CONTRACTS

- a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the District, its Architect and Construction Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District, its Architect and Construction Manager on account of delay, hindrance, interference or other such events caused by a separate contractor.
- b. If any part of Contractor's work depends upon the work of a separate contractor, Contractor shall inspect such other work and promptly report in writing to the District and Architect any defects in such other work that render it unsuitable to receive the work of Contractor. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work, except as to defects which the Contractor could not have detected through the reasonable inspection of the other contractor's work prior to the execution of Contractor's work.
- c. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District may issue written instructions to address the conflict.
- d. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District or Architect, on account of any damage alleged to have been so sustained, the District or Architect shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the District and the Architect from any such claim.

26. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

- a. Five (5) copies of shop drawings, brochures and cuts and samples in quantities specified by the Architect shall be submitted to the Architect for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.
- b. In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or the Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fit of the items submitted. If necessary, the Contractor shall make any corrections required and resubmit with all due haste in the same number as initially required.
- c. Review of submittals, shop drawings, cuts or samples by the District or Architect shall not relieve the Contractor from complying with the requirements of the Contract Documents.
- d. Any materials or equipment installed without approval shall be at the Contractor's own risk, and Contractor may be required to remove any such materials or equipment and install the specified items at Contractor's own cost, including repairs to adjacent work.

27. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Architect and District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Architect to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Scope of Payment:

Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the

Contractor for any purpose in connection with the performance and completion of the work.

c. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the Architect. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to 5% percent of the approved estimate. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

d. Final Payment for the Work:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract.

e. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

f. Retention of Sums Charged Against Contractor:

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the District's charges against the Contractor, the District shall have the right to recover the balance from the Contractor or the Contractor's Sureties.

g. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

h. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

i. Stop Notice Costs:

The District reserves the right to charge the Contractor or Surety, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims.

28. MODIFICATIONS OF CONTRACT

a. Changes In The Work:

- 1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
- 2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.
- 3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

- 1) Limitations Where Contract Price Changes are Involved:
 - (a) Overhead and Profit for the Contractor. The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification.