



Gravenstein Elementary School Principal's Report- March 2020

Keri Pugno

Enrollment Report

	TK	K	1	2	3	4	5	Total
<i>Projected for 2020-2021</i>	<i>*18</i>	<i>71</i> <i>18 cont</i> <i>53 new</i>	<i>75</i> <i>74 cont.</i> <i>1 new</i>	<i>75</i> <i>74 cont.</i> <i>1 new</i> <i>4 unconf.</i> <i>2 moving</i>	<i>73</i> <i>73 cont.</i> <i>2 unconf.</i> <i>1 moving</i>	<i>77</i> <i>75 cont.</i> <i>2 new</i> <i>2 unconf.</i> <i>1 moving</i>	<i>76</i> <i>76 cont.</i> <i>5 unconf.</i> <i>1 moving</i>	
2019-2020 on 3-6-20	18	74	80	76	78	82	85	493
2018-2019 on 3-6-19	21	78	73	74	77	82	94	499

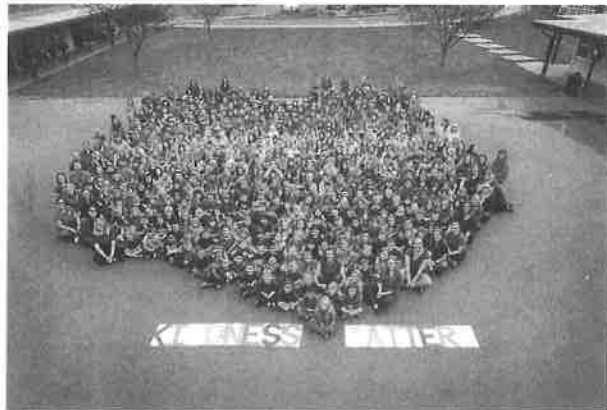
**For 2020-2021 TK numbers, we have accepted 13 TK students with birth dates within the Sep 2- Dec 2 window. We have 6 students outside of the window that have applied. We have the numbers to ensure starting with 18 students.*

Attendance Report for the past month/February:

Average Attendance for "Month 7" (1/27/20 - 2/21/20): 95.2%

Mark Your Calendar:

- Read-a-thon starts March 9 (two weeks)!
- Trimester 2 Honor Roll Assembly- Monday, 2/23/20 at 1:30
- Open House Dates all from 5:00-6:00:
 - Grades 2/3- Tuesday, Apr 28
 - Grades 4/5- Wednesday, Apr 29
 - Grades TK/K/1- Wednesday, May 6



Campus Events/Highlights

- Schoolwide photo a success!
- Trimester 3 Enrichment Schedule - please see attached
- Dr. Seuss Spirit Week was a hit!
- Spelling Bee
 - Held on Wednesday, 2/12. School winners were Sam Kiehl (grade 5) and Maike Langland (grade 5). They will represent Gravenstein on Thursday, March 12 at the Regional competition.

Field Trips

grade	Field trips already attended this year (Bold events occurred within the last month)
K	Armstrong Woods, in-school Scribbles and Giggles, Rohnert Park Gymnastics, HMS for play
1	Children's Creativity Museum, Environmental Discovery Center at Spring Lake, HMS for play
2	WasteWater Treatment Plant, Petaluma Wildlife Museum, Guide Dogs for the Blind, HMS for play
3	CalSkate STEM activities, Laguna Learning Center, Lawrence Hall of Science, Brookdale Senior Living Center, Lake Sonoma Fish Hatchery, Oakland Zoo, HMS for play
4	Joe Rodota/Julliard Park 14-mile bike ride, Martin Griffin Preserve (for 2 classes only as it was a reschedule from 2018-2019), Marin Museum of American Indians, Sonoma Mission and General Viejo's Home, Petaluma Adobe, Bouverie Preserve (one class only), HMS for play
5	Armstrong Woods, Sugarloaf Hike and Observatory overnight, Life on Barbary Coast (Balclutha ship), Willowcreek Watershed, San Francisco Exploratorium, Warm Springs Dam Fish Hatchery, HMS for play

Professional Development within the last month:

- Special Education- 504 Training: Keri Pugno
- Integrated ELD (Title III): Kathleen Byrne



TRIMESTER 3, 2019-2020: Gravenstein Enrichment Activities Schedule

Most Trimester 3 enrichment activities begin on Wednesday, February 26 and go through Friday, May 22.

	Monday	Tuesday	Wednesday	Thursday	Friday
TK, Tomsky room TK portable	Spanish w/ P.Hurtado 9:50-10:15	Library 11:30-12:00 Art w/ N.Ricciardi 12:55-1:40	Spanish w/ P.Hurtado 9:50-10:15 Music w/ S.Burrows 10:50-11:35	STEM w/ Mr. Carey 12:50-1:50 *not on ERDs	PE w/ P.Carey 15-2:00
K, Crandall room K	PE w/ P.Carey 9:00-9:45	Library 9:15-9:45	Art w/ C. Cramer 8:45-9:30 Spanish w/ K. Hawkins 1:00-1:45	STEM w/ Mr. Carey 10:30-11:15	Music w/ N.Pulley 1:30-2:15
K, Redfern room 1	Spanish w/ K.Hawkins 1:00-1:45	PE w/ Mr. Carey 9:00-9:45 Library 9:45-10:15	Art w/ C. Cramer 9:30-10:15	STEM w/ Mr. Carey 9:30-10:15	Music w/ N.Pulley 12:45-1:30 (combined)
K, Van Dyke room 2	PE w/ P.Carey 10:45-11:30	Library 10:30-11:00 Spanish w/ K.Hawkins 1:00-1:45	Art w/ C. Cramer 10:30-11:15	STEM w/ Mr. Carey 11:15-12:00 *not on ERDs	Music w/ N.Pulley 12:45-1:30 (combined)
K, Trivunovic room 21	PE w/ P.Carey 1:15-2:00	Library 11:00-11:30 Music w/ N.Pulley 1:30-2:15	Art w/ C. Cramer 11:15-12:00	STEM w/ Mr. Carey 8:45-9:30	Spanish w/ K.Hawkins 1:00-1:45
1, Candau room 3	PE w/ Coach Paige 9:45-10:30	PE w/ Coach Paige 9:45-10:30 Drama w/ N. Preblich 1:15-2:00	Music w/ S.Burrows 9:45-10:30 STEM w/ Mr. Carey 2:20-3:05 (*on grade 2 swim lessons days, suggest swapping times w/Sprinkle)	Library 11:45-12:15 Art w/ C. Cramer 9:45-10:30	Spanish w/ K.Hawkins 1:45-2:30
1, Lannon room 4	Music w/ S.Burrows 9:45-10:30 PE w/ Coach Paige 11:35-12:20	PE w/ Coach Paige 11:35-12:20	Drama w/ N. Preblich 11:40-12:25 Spanish w/ K. Hawkins 1:45-2:30	Library 11:15-11:45 Art w/ C. Cramer 8:55-9:40	STEM w/ Mr. Carey 2:10-2:55
1, Clement room 19	PE w/ Coach Paige 9:00-9:45 Spanish w/ K. Hawkins 1:45-2:30	PE w/ Coach Paige 9:00-9:45	Music w/ S. Burrows 8:55-9:40 Drama w/ N. Preblich 1:15-2:00	Library 9:15-9:45 Art w/ C. Cramer 10:50-11:35	STEM w/ Mr. Carey 11:35-12:20
1, Dellosa room 20	Music w/ S. Burrows 8:55-9:40 STEM w/ Mr. Carey 2:15-3:00	PE w/ Coach Paige 10:50-11:35 Spanish w/ K. Hawkins 1:45-2:30	PE w/ Coach Paige 11:35-12:20 Drama w/ N. Preblich 2:05-2:50	Library 9:45-10:15 Art w/ C. Cramer 11:35-12:20	
2, Sprinkle room 7	Art w/ N. Ricciardi 9:45-10:30 Music w/ S. Burrows 10:50-11:35	STEM w/ Mr. Carey 11:35-12:20 Drama w/ N. Preblich 2:05-2:50	TECH w/ Mr. Carey 11:35-12:20 * (* On swim lesson dates, suggest swapping with Candau)	Library 10:45-11:15	Spanish w/ K.Hawkins 2:30-3:15 PE w/ Coach Paige 9:00-9:45
2, Otterson room 22	Art w/ N. Ricciardi 2:25-3:10	STEM w/ Mr. Carey 10:45-11:30 Spanish w/ K.Hawkins 2:30-3:15	TECH w/ Mr. Carey 8:55-9:40 Drama w/ N. Preblich 10:45-11:30	Music w/ S.Burrows 8:55-9:40	PE w/ Coach Paige 11:35-12:20 Library 1:30-2:00
2, DeBolt room 6	Art w/ N. Ricciardi 9:00-9:45	Drama w/ N. Preblich 10:50-11:35 STEM w/Mr. Carey 1:15-2:00	TECH w/ Mr. Carey 9:45-10:30 Spanish w/ K.Hawkins 2:30-3:15	Music w/ S.Burrows 9:45-10:30	PE w/ Coach Paige 9:45-10:30 Library 2:00-2:30
2, Basque room 9	Art w/ N. Ricciardi 10:50-11:35 Spanish w/ K.Hawkins 2:30-3:15	Drama w/ N. Preblich 11:40-12:25 STEM w/Mr. Carey 2:05-2:50	TECH w/ Mr. Carey 10:50-11:35	Music w/ S.Burrows 10:50-11:35	PE w/ Coach Paige 10:50-11:35 Library 2:30-3:00

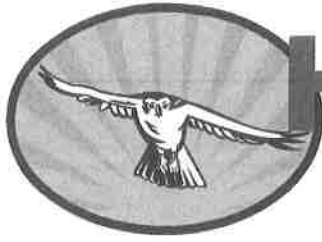


updated 2/27/20

TRIMESTER 3, 2019-2020: Gravenstein Enrichment Activities Schedule

Most Trimester 3 enrichment activities begin on Wednesday, February 26 and go through Friday, May 22.

	Monday	Tuesday	Wednesday	Thursday	Friday
3, Barrera room 5	Spanish w/ K.Hawkins 9:00-9:45	Art w/ N. Ricciardi 1:45-2:30	Spanish w/ K.Hawkins 9:00-9:45	PE w/ Coach Paige 9:00-9:45 STEM w/ Mr. Sci 35-12:20	TECH w/ Mr. Carey 9:00-9:45 Library 12:25-12:45 Music w/ N.Pulley 2:15-3:00
3, Haas room 8	Spanish w/ K.Hawkins 9:45-10:30	Art w/ N. Ricciardi 9:45-10:30	Spanish w/ K.Hawkins 9:45-10:30 Music w/ N.Pulley 2:15-3:00	PE w/ Coach Paige 9:45-10:30 STEM w/ Mr. Sci 10:50-11:35	TECH w/ Mr. Carey 9:45-10:30 Library 10:45-11:05
3, Nordstrom room 12	Spanish w/ K.Hawkins 11:30-12:15	Art w/ N. Ricciardi 9:00-9:45 Music w/ N.Pulley 12:00- 12:45	Spanish w/ K.Hawkins 11:30-12:15	Library 8:55-9:15 STEM w/ Mr. Sci 9:45-10:30 PE w/ Coach Paige 11:35-12:20	TECH w/ Mr. Carey 8:15-9:00
3, Mattish room 13	Spanish w/ K.Hawkins 10:45-11:30	Music w/ N.Pulley 2:15-3:00	Art w/ N. Ricciardi 8:50-9:35 Spanish w/ K.Hawkins 10:45-11:30	STEM w/ Mr. Sci 8:50-9:35 PE w/ Coach Paige 10:50-11:35	Library 9:40-10:00 TECH w/ Mr. Carey 10: 45- 11:30
4, Squires room 10	Art w/ N. Ricciardi 11:40-12:25	Spanish w/ K.Hawkins 9:45-10:30 STEM w/ Mr. Science 11:35-12:20	PE w/ Coach Paige 10:50-11:35 Band/Chorus 1:30-2:15	Band/Chorus 1:30-2:15 (11:30-12:00 on ERDs)	Spanish w/ K.Hawkins 9:45-10:30 Library 11:05-11:25
4, Martinez room 11	Art w/ N. Ricciardi 1:30-2:15	Spanish w/ K.Hawkins 9:00-9:45 STEM w/ Mr. Science 10:50-11:35	PE w/ Coach Paige 9:45-10:30 Band/Chorus 1:30-2:15	Band/Chorus 1:30-2:15 (11:30-12:00 on ERDs)	Spanish w/ K.Hawkins 9:00-9:45 Library 11:25-11:45
4, Brown room 17	PE w/ Coach Paige 10:50-11:35 Band/Chorus 12:00-12:45	STEM w/ Mr. Science 9:40-10:25 Spanish w/ K.Hawkins 10:45-11:30	Art w/ N. Ricciardi 10:50-11:35	Band/Chorus 12:00-12:45 (11:00-11:30 on ERDs)	Library 10:00-10:20 Spanish w/ K.Hawkins 10:45-11:30
4, Sully room 18	Band/Chorus 12:00-12:45	STEM w/ Mr. Science 8:50-9:30 Spanish w/ K.Hawkins 11:30-12:15	PE w/ Coach Paige 9:00-9:45 Art w/ N. Ricciardi 11:40-12:25	Band/Chorus 12:00-12:45 (11:00-11:30 on ERDs)	Library 9:20-9:40 Spanish w/ K.Hawkins 11:30-12:15
5, Grimm room 24	PE w/ Mr. Carey 9:45-10:30 Band/Chorus 2:15-3:00	Spanish w/ P.Hurtado 8:15-9:00 Library 12:25-12:45	Art w/ N. Ricciardi 9:40-10:25	Spanish w/ P.Hurtado 8:15-9:00 (8:15-8:45 on ERDs) Band/Chorus 2:15-3:00 (12:00-12:30 on ERDs)	STEM w/ Mr. Science 10:50-11:35
5, Gorman room 14	PE w/ Mr. Carey 11:30-12:15 Band/Chorus 2:15-3:00	Spanish w/ P.Hurtado 9:00-9:45 Library 12:05-12:25	Art w/ N. Ricciardi 8:50-9:35	Spanish w/ P.Hurtado 9:00-9:45 (8:45-9:15 on ERDs) Band/Chorus 2:15-3:00 (12:00-12:30 on ERDs)	STEM w/ Mr. Science 11:40-12:25
5, Urmini room 15	Spanish w/ P.Hurtado 8:15-9:00 Band/Chorus 1:30-2:15	PE w/ Mr. Carey 8:15-9:00 Art w/ N. Ricciardi 10:50-11:35	Spanish w/ P.Hurtado 8:15-9:00 Band/Chorus 12:00-12:45	Library 12:15-12:35	STEM w/ Mr. Science 9:40-10:25
5, Hansen room 16	Spanish w/ P.Hurtado 9:00-9:15 Band/Chorus 1:30-2:15	PE w/ Mr. Carey 9:45-10:30 Art w/ N. Ricciardi 11:40-12:25	Spanish w/ P.Hurtado 9:00-9:15 Band/Chorus 12:00-12:45	Library 8:20-8:40	STEM w/ Mr. Science 8:50-9:35



HILLCREST

Middle School

GUSD February Board Report

Enrollment- as of 3/9/2020

	6th	7th	8th	Total
2018/2019	69	92	87	248
2019/2020	113	81	86	281
Current Waitlist	17	10	1	28
2020/2021 Projected Enrollment	105	115	81	301

Attendance- February 2019:
Overall Attendance Rate- 96.83%

Grade Level / Department / Student Reports:
September- 6th Grade trip to Alliance Redwoods
October- Yearbook Class Updates
November- Leadership Class Updates
December - Hillcrest Band Program
January- NONE
February- Spring Musical / Maker Lab
March- Athletics / PE- postponed

Field Trips / Events- February 2020:
7th Grade- 2 Trips to the LBC for performances
Once Upon a Mattress Performances

Professional Development / Staff Work:

Integrated ELD- Staff from Hillcrest and Gravenstein started to attend a series of workshops at SCOE looking at teaching strategies and supports for working with our EL learners.

CADA- Ms. Baird and Ms. Rich traveled to Nevada for the California Association of Directors of Activities yearly conference. Focussing on increasing school climate and culture, both teachers came back with a huge amount of ideas to help strengthen our school.

Both Principal Deeths and Pugno will check in with their staff members and monitor the progress on these teacher-generated year long academic goals.

No action taken at this time.

MOTION _____ SECOND _____ VOTE _____

E. LCAP Advisory

Supt Dave Rose updated the Site Council on the progress of his LCAP Stakeholder meetings. Two meetings have been held and two are upcoming. To increase parent participation, Ms. Byrne and Mrs. Lott made phone contact with as many EL families as they could. The phone calls made a significant impact. At the first LCAP meeting (focus on EL), there were 10 families represented. The meeting was held in three languages: English, Spanish, and Mandarin. Thanks to Kathleen Byrne and Paul Carey for translating. Phone calls were also made for the second LCAP meeting, the focus was on Special Education, and there was also high parent participation. Still to come is a LCAP meeting focused on Title I students and then a Comprehensive meeting to include all possible stakeholder groups.

No action taken at this time

MOTION _____ SECOND _____ VOTE _____

F. Administrators' report

No action taken at this time- see below for details from each report.

MOTION _____ SECOND _____ VOTE _____

Will Deeths shared his Hillcrest report:

- Once Upon a Mattress
- Tours (Visiting Parents are very impressed when they enter HMS classrooms.
- There is currently a wait list for each of the grades for the 2020-2021 school year. That is with the assumption that all of the current Gravenstein 5th graders will transition to HMS.
- He continues to hear positive community reports of the move to a single program
- He is investigating the option of a District Chef. Will Deeths and Allison Rich (grade 6 teacher) went to Willowside to observe their lunch program.
 - Significant Initial start-up costs
 - increased lunch orders
 - improved quality of food
 - cost of program (in the red)

Keri Pugno shared her Gravenstein report:

- Continue to give many tours, majority are for Kindergarten
- K numbers for 2020-2021 are approximately 70 (pleased with this number)
- If we end up with a wait list, there is a District Lottery Process explained in our charter

Dave Rose shared his District report:

- Board approved funding for 5 staff buy back days. That means that the District can offer additional professional development days outside of the agreed upon calendar for teachers to attend with pay.
- Corona Virus update

- GUSD is receiving lots of support from SCOE. Regular updates are being sent and the topic is discussed at Superintendent meetings.
- Dave shared two recent pieces of information the SCOE sent to him. Discussion was held on what information should be sent to our families via Monday Messages. (Unanimous agreement that parents who read Monday Messages would most likely appreciate receiving all information.)
- A discussion was held on the occurrence of students teasing others about COVID-19/CoronaVirus due to the students' nationality. Dave said that he would also address that in the Monday Messages: "This is not an illness related to nationality or race. This is something that impacts all humans."
- Once any communicable illness is confirmed on either campus, the custodians are alerted for additional cleaning.
 - If appropriate, the school secretary also contacts West County Transportation to inform them that a recent bus rider was contagious.
 - Brian shared his procedures for cleaning and disinfecting when we learn of any communicable disease. He pointed out that it is important to consider the particular incubation period.
 - Jessica- shared the concern that fever-reducers may be masking the symptoms but not the contagion.
 - Dave suggested including this language in the next Monday Messages: "Fever reducers do not impact the contagious nature of many illnesses."
 - To help teachers ensure they have helpful supplies, Brian will provide Dave with 4-5 bullet points that can be sent to teachers.

GPA report shared by Amy Gloeckner

- Read-a-thon is quickly approaching
- Boots and Bourbon adult-only fundraiser on March 28
 - Increased Staff Involvement (raffle items and bar-tending)

G. Next Meeting Date and Time: **March 25, 2020 (3/25/20)**

IV. Items from the Public Not Listed On the Agenda

These items may be heard by the council but not discussed in full nor acted upon.¹

V. Adjournment

TIME: 4:40

MOTION: Stephanie

SECOND: Jessica

VOTE: 8-0



Gravenstein
Parent Association

GPA Meeting Agenda

February 25 2020, 6:00pm Hillcrest STREAM lab

Mission and Vision Statement:

GPA is the non-profit foundation dedicated to supporting and enhancing the ENRICH! Program. GPA does this by providing volunteers, direction and funding for these programs in cooperation with the GUSD school board, administration, teachers and staff.

A. Public Comment on Non Agenda Matters

B. Fundraising Subcommittee

1. Boots & Bourbon
2. Read A thon
3. Teacher appreciation
4. Earth Day Fundraiser- Erin Hanauer

C. Finance Subcommittee

1. Financial report/contribution levels review

D. Communications Subcommittee

1. More to report next month

E. Secretary's Report

1. Approval January 28th minutes
2. Next meeting
 - a.

F. Principal's Reports

G. Superintendent's Report

January 28 Meeting Minutes

Board members In attendance:

Bill Nolan
Ben Kaun
Megain Kaun
Mike Bollinger
Christina Connelly
Amy Gloekner
Beth Dawson
Sarah Tendall
Erin Hillmer

GUSD: Will Deeths, Keri Pugno (left at 7:00) Dave Rose

Financial Update

Review of monthly finances:

- See's candy made more money than expected
- Pancake breakfast earnings were close to expected
- Bookkeeping expenses were high calorie and we are asking for more detailed reports on what they are spending their time on.
- Jogathon was time consuming for bookkeepers because of the way donations were posted to PayPal.
- Everything in the budget else pretty aligned with expectations
- See's Candy margin was a lot lower than in previous years. Sales were a lot higher, but we made about the same (7k out of 25k)
- We are 35k ahead of our beginning of the year projection

Bill presented parent donation tracking.

- \$248,130 is forecasted total amount from all parent donations at current rates.
- We are making less money this year than last year, even with double family participation.
- Can we get a number of families donating this year versus last year?
- We are going to have to have discussions based on new numbers and the year of data.

GSF Dissolution & discussion fund distribution.

- GSF transferred nearly \$95K
- Money is currently in our reserves. GPA goal was to save up 4 months of operating expenses in reserve.
- Communications about the money: Ben, we need to be careful about presenting it as "new money" that has come into the board. Fully in favor of giving Lori and Jean praise.
- Ben brought up moving 50% of our reserve funds into a CD or treasury bond in order to make interest on the reserve fund. Ben will make a proposal to board in upcoming meeting for board approval

- Money handling policy: Ben + Megan worked with Christina and Amy to write up a money handling policy for events and fundraisers, particularly with cash. Proposed a new Money Handling Board Policy. Ben adding "member of Executive and/or finance committee assigned to each large fundraising event as a point person"
- Do we want to use a GPA device with Paypal on it, so that it's not a persons phone.
- Christina made a motion to use up to \$250 to buy a refurbished device attached to GPA's PayPal. Sarah Tendall seconded motion. All approved. Megan to add language to Money Handling Board Policy.
- Will Deeths suggested buying a safe for GPA at Hillcrest to secure money on site. Ben made motion to buy safe, no to exceed \$300. Megan seconded. All approved.

Example communication text on dissolution of GSF:

GSF has officially been dissolved!

A huge thank you to Lori Jones and Jean Snyder for their tireless work dissolving the former GSF (Gravenstein Schools Foundation). All accounts have been merged and GPA is extremely thankful for the transfer of funds to continue all of the amazing work GSF has been doing for years. These funds will allow us to continue the teacher mini-grants, teacher office supply accounts, and onsite teacher appreciation events and activities. Thank you, Lori + Jean!

Fundraising

Boots + Bourbon

- Christina updated on donations for auction.
- Amy updated on teacher (Hillcrest disc golf, Lannon pool party, Screamin Mimi's with Mrs. Tomsy)
- Will Deeths offered maker lab to make thank you plaques for large donations
- Tickets will be on sale for Feb newsletter and next Monday Message

Read a thon / Will run from week before spring break through spring break

Teacher appreciation / waiting to hear from Jeri

Green lunchbox fundraiser / online offer. Erin Hanauer to provide link for our communications.

Could do it for earth day . Erin Hanauer to send to Erin Hillmer

Coordination of non-GPA sponsored event.

Cultural awareness committee formed at school to raise awareness of different cultures at school. They will work to bring events to school and are asking for monetary support from GPA. February 5 is next meeting at 3:30. Free day care is offered. Sharing resources and getting ideas for cultural projects school-wide versus at a classroom level. Working on mission statement. 8-10 parents involved.

Christy Boblitt is lead on this

Discussion on how to work the cultural awareness committee into GPA.

- We would like a mission statement from the committee to evaluate how their work could fit into the GPA mission.
- GPA volunteers do not have the capacity to work in new events into the calendar this school year.
- GPA is happy to discuss including the cultural committee as a GPA subcommittee and potentially funding events, as they serve the GPA mission. If this happened, GPA would like at least one member of the cultural committee to serve on the GPA board.
- GPA would like more clarity on what the role of the current board will be in this committee.
- Sarah T will attend one of the next cultural committee meetings to ask questions and communicate this with the group.

Communications:

Erin brought up solicitations from outside organizations posted to facebook. It's against our charter and we will keep our FB page messages GPA specific.

Plans for next year:

Board/volunteer open house (in April?)

Framing out needs for volunteering for the next year.

Secretary Report

Approval of December 2019 Minutes

Bill motions to approve

Beth seconds

Amy abstains

All approved.

February 25 meeting schedule kept / Ben + Megan will be out.

Hillcrest Principal Report:

- Hillcrest is on a waitlist.
- Sonoma West was on campus 1/27 to christen solar panels and student body president talked about all the green efforts on campus (composting at lunch. Paper towel bins, etc)
- Seventh grade traveled to a mosque in San Rafael and did a tour of Frank Lloyd Wright library. They are studying the rise of Islam.

Superintendent Report

- Dave Rose will be out for the February 25 meeting.
- LCAP review / soliciting a lot of parent feedback for new LCAP.
- Superintendent Rose creating a document for next year's planning: \$10,800/student in fed/state/local funding. \$13,400/student cost for program. (that includes field trip costs)

Motion to adjourn at 7:55: Beth

Motion second: Amy
All approved.

Climate Committee Meeting

3/2/20

3:30 - 4:30 PM - HMS Office

ATTENDEES

Brian, Allison, Dave, Noa

ITEM	Participants	TIME	ACTION STEPS
Current Initiatives			<p>See list from February meeting Allison will add updates to Wish List embedded in this document.</p> <p>Student Council planning a Spirit Week centered around Earth Day.</p>
Goals/Next Steps			<p>Oak Grove Food Program Research</p> <p>Cost of Dishwasher per Brian. Hold this estimate as we work out other details of the initiative. Current cost estimate for the dishwasher is \$9,000-\$12,000. Allison has created a summary document of the Oak Grove program, distributed to attendees, to be attached.</p> <p>Discussion about investigating all phases of the program and developing an approximate cost to present to the Board.</p> <p>Make note of intangible benefits for the Board presentation.</p> <p>Length of wait time is currently an issue at Oak Grove.</p> <p>Next step is to meet with Wanda and</p>

			<p>create a process for creating a cost estimate and talk about a garden program.</p> <p>Consult/Contract with Oak Grove Chef as we build our program; combine program to share costs? Include Salmon Creek?</p>
Items for Next Meeting			<p>Invite Wanda to our next meeting for a discussion of creating an estimate.</p> <p>Wednesday, April 8 is the next meeting.</p> <p>Allison - add items to wish list, ballpark walk-in, research Salmon Creek</p>

Gravenstein Union School District

Climate Committee Meeting

4/8/20

3:30 - 4:30 PM - HMS Office

ATTENDEES

Brian, Allison, Dave, Noa

ITEM	Participants	TIME	ACTION STEPS

Oak Grove Lunch Program

The following data was collected after speaking with the CBO at Oak Grove and a site visit to Willowside Middle School.

Chef/Program Coordinator position (1)

\$24.99 - \$31.89 hourly

8 hours a day / 190 day calendar

Responsible for all aspects of lunch program: menu planning, compliance, ordering food, etc.

Program Assistants (2)

\$17.02 - \$21.72 hourly

5 hours a day / 180 day calendar

Responsible for supporting chef: food prep, food delivery to Oak Grove, serves food, knows how to do job of chef/program coordinator in case of absence, etc.

Lunch staff (1-2)

\$14 - \$17.87 hourly

1 hour a day / 180 day calendar

Responsibilities include serving food and keeping track of student lunch accounts

Leadership Students (2)

Willowside students are Food Safe Certified and required to sign up for 2 week volunteer time in the kitchen

Responsibilities include serving food to students

Students receive a free lunch for volunteer time

Food Program Fast Facts:

- Breakfast (cost \$1.75) serves approximately 60 people daily between the 2 campuses
- Lunch (cost \$4.00) serves approximately 300 students daily between the 2 campuses
- Prior lunch program served 4,800 lunches annually.
- Currently lunch program serves 40,000 lunches annually
- General Fund supports the food program
- Currently operating in the red but they try to keep that amount as small as possible
- Need to reassess the cost of the meals / increase in meal cost is inevitable

Purchases to consider for successful implementation:

- Food delivery van
- Heat safe food containers for delivery between campuses
- Walk-in refrigerator
- Dishwasher
- Generator for emergencies (fires, power outages, etc.)
- Convert current storage to food pantry

Wish List

Item	Submitted by	Description
Work with Recology	Will	Separate bins exist, but are not being used. Competitions, assembly, house competition. Initiative to make as many items used on campus as possible recyclable.
Spreading understanding	Allison	The key starting point will be to create a base of understanding the key issues as well as individual actions that can make a difference
Solar Panel Ceremony	Will	An activity for the panels, but also to spread more information about climate awareness
Monthly themes at HMS	Allison	From the model of life skill traits, adopt a monthly theme in regards to climate protection activities. Have a year long theme that all monthly themes would connect to such as "Think globally, act locally." What is each student doing as an individual on a daily basis?
Green Team Questionnaire	Allison	Group of students that can form a club that invites student participation and action. A 30 student Green Team has been created at HMS, they are currently engaged in various activities on campus. Two meetings have been held as of 11/7/19.
Use of Monday Messages	Will	Continuous updates on activities/initiatives
Use of Tech resources	Allison	Use studio, video production, and other resources available at HMS to create informational/instructional messages. "Full circle" message - what happens to the materials we recycle after they leave here . . . do they come back.
Climate friendly meal service	Allison	What could we do with our SRCS contract provider? Check with Lori/Wanda for more information.
Climate friendly technology and other device operations on campus	Will	Projectors, bathroom towels, use Monday assemblies for delivery of practices to students.

Connections to classroom instruction	Dave	How can staff integrate these initiatives into classroom instruction? Use solar panel data? PR opportunity.
Planting more trees	Will	Make sure Brian is involved in this discussion
Climate awareness elective at HMS	Patrick	Is there a way to develop an elective class connected to this initiative? Start with Home room activities. Water usage, carbon footprint audit, data collection/analysis (math/science applications). Connect to Garden Club? Most rapidly composting foods (possibility of keeping some items here instead of shipping off to Recology?).
School-based Climate Resilience Plan	Tessa	Connect to Master Plan; methods for predicting and dealing with heat, flooding, fire prevention, smoke days. Roofing plan for HMS to maximize classroom climate control.
Analysis of Food Service waste at Gravenstein	Tessa	Can we have a conversation with SRCS, our contractor?

Gravenstein Union School District
Facilities Report
March 12th, 2020
Prepared by Brian Sposato

Coronavirus: As we all deal with the ever changing global status of the coronavirus, the maintenance/custodial team has been taking extra care in cleaning, wiping down and disinfecting common contact surfaces throughout the campuses. We have also ordered additional supplies for classrooms, consisting of microfiber cloths, disinfecting wipes, sanitizer, baby wipes, and green (natural) cleaner. We will be distributing once we have these products available as there is a shortage even for our distributor right now.

Gravenstein

Flooring replacements at Gravenstein: As we do every summer, we are looking at another round of replacing older carpet surfaces, and going with a hybrid carpet system that will last longer and maintain better than traditional carpet. We have tested some rooms as we did four classrooms last summer and have been satisfied with the results. We are looking at pricing for this at additional primary grade classrooms.

Hillcrest

E-Rate Project: Contract has been approved for vendor KS Telecom. We are looking at doing these upgrades in the summer. Highlights include upgrading to category 6 cabling throughout campus and bringing service to the Hillcrest Gym. Results will gain better reliability with wireless connections.

Roofing and Masterplan Updating: RFP for construction management firms has been approved by schools legal and has been sent to three firms. District team will review and interview each firm and will recommend a company for a future board meeting. The selected construction management firm will help facilitate future projects, beginning with roofing improvements and temperature mitigation at Hillcrest.

Hillcrest Marquee: Working on getting an electronic marquee for Hillcrest campus. Currently in pricing for sign, installation, and electrical connection logistics. Targeting for board approval in April.

Flooring Replacements at Hillcrest: As with Gravenstein, we are also looking at replacing some older more worn out carpet surfaces with hybrid carpeting. Gathering pricing for this work. Replacements would take place in the summer like Gravenstein.

March 5, 2020

Dear GUSD Staff, Parents and Guardians;

We are writing to you today to provide an information update on the Coronavirus and the immediate and potential impact of this illness for our district. As mentioned in the latest version of Monday Messages, we ask that you continue to engage in the following precautionary measures:

- The priority is on maintaining excellent disease transmission prevention practices. These include frequent hand washing, sanitizing surfaces regularly, encouraging family members to cover their nose and mouth when sneezing and coughing, and staying home when sick.
- Fever reducers such as Tylenol do not impact the contagious nature of any illness; if your child has a fever, please keep them home even if the fever can be reduced through the use of medication.
- At times, with an event such as this, our young people respond in negative ways to potentially harmful situations. This can lead to judgements, accusations, and other forms of conflict with peers. The Coronavirus event becomes a teachable moment for us as adults as we work with the children in our community: a virus such as this is not related to race or nationality, it is a virus that can infect or be spread by any human. No student should be accused, blamed, or singled out as being infected with this virus just because of their race or nationality; if a student has a concern about another student, they need to get an adult involved.

Based on a meeting for school district representatives on March 5 at the Sonoma County Office of Education, hosted by County Superintendent of Schools Steve Harrington and Dr. Celeste Philip from the Sonoma County Health Department, we have some new precautions to share with you:

- If anyone in your family is experiencing flu-like symptoms (fever, vomiting, persistent cough, significant congestion or runny nose, significant body aches/pain) please have that family member visit a doctor as soon as possible.
- Review any upcoming travel plans or attendance at events with large crowds and consider potential exposure to the COVID-19 virus.

The information that we received also has an impact on our special event and field trip plans. As we look at the potential for contracting or spreading this virus, we will continue to evaluate upcoming events and apply the guidance we have received from our Sonoma County partners. We have specifically asked about the overnight field trips that are scheduled for next week:

- The Gravenstein Elementary 4th Grade trip March 10-13 trip to the Clem Miller Environmental Education Center at Point Reyes and the 4th Grade trip to the Pacific Environmental Education Center (PEEC) at MacKerricher State Park in Fort Bragg March 11-13 **will** take place as scheduled given the current information that we have. These sites are not high traffic locations and during these time spans interaction with non-GUSD people is minimal. We remain hopeful that current containment efforts hold and that the status of these trips does not change.
- The Hillcrest Middle School Monterey Bay Aquarium 7th Grade trip scheduled for March 10-12 is **cancelled**. That particular location plays host to a large number of visitors from all points on the globe on a daily basis. If feasible, we will try to re-schedule. Hillcrest staff will be in contact with families regarding refunds of field trip donations.

We will continue to review and assess the status of other trips as we continue through the school calendar.

As we look ahead and hear news about school closures in other parts of the state and country, we are taking steps to be prepared with distance learning options and/or other ways to continue educational services in the event that it becomes necessary to close our schools. If a school closure due to direct Coronavirus exposure were to take place, we would likely be closed for a 14 day period. We are encouraging families to start planning childcare alternatives in the event that a school closure becomes a reality for our district.

If you have any questions, don't hesitate to contact us,

David Rose, Keri Pugno, and William Deeths

Checks Dated 02/01/2020 through 02/29/2020

Board Meeting Date March 12, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1768910	02/05/2020	Business Card	01-4380	Dist. Fuel	10.90	
			01-5830	Constant Contact Renewal	18.90	
			01-5869	Finance Charge	31.52	
			03-4362	Dist. Maint.	130.81	
			03-4380	Grav. Maint.	577.21	
			03-5830	Constant Contact Renewal	263.80	
				Grav. Maint.	48.65	
			04-4362	Dist Fuel	76.31	
			04-4380	Dist Maint.	956.40	
						132.30
1770119	02/07/2020	Pugno, Kerilee C	01-4390	Reimb. Staff Appreciation	5.19	
			03-4390	Reimb. Staff Appreciation	59.68	64.87
1770120	02/07/2020	Young, Meggan R	12-4310	Reimb. BTB Craft Supplies	79.88	
			12-4390	Reimb. BTB Snacks	43.34	123.22
1770121	02/07/2020	All-Guard Alarm Systems, Inc	03-5800	Alarms-Hillcrest & Gravenstein 2019-20 SY	949.65	
			04-5800	Alarms-Hillcrest & Gravenstein 2019-20 SY	650.85	1,600.50
1770122	02/07/2020	Alpha Analytical Laboratories,	01-5830	Water testing for Gravenstein	2.56	
			03-5830	Water testing for Gravenstein	29.44	32.00
1770123	02/07/2020	American Eagle Enterprises	14-5830	Bleacher Maintenance		2,450.00
			13-4700	Milk Purchases 2019-20		110.60
1770124	02/07/2020	Clover-Stornetta Farms Inc.	01-5826	Environmental Discovery Center	200.00	
			03-5826	Environmental Discovery Center	200.00	400.00
1770125	02/07/2020	Environmental Discovery Center	01-4370	District Wide Custodial Supplies	4.60	
			03-4370	District Wide Custodial Supplies	55.26	
			04-4370	District Wide Custodial Supplies	32.24	92.10
1770126	02/07/2020	Fishman Supply Company	04-5880	Volleyball Referee 1/23/2020		50.00
1770127	02/07/2020	Erica Gutsch	04-5826	"We The People" - 7th Students- Luther Burbank	729.00	
				"Yes Indeed!" - 7th Students- Luther Burbank	729.00	1,458.00
			01-4359	Instructional Supplies for Grav Elem/Grav First	134.10	
1770128	02/07/2020	Luther Burbank Ctr Fr The Arts	03-4310	Class Supplies- Tomsy	82.00	
			04-4350	School Secretary Supplies-Hillcrest	162.38	
			04-4370	Garbage Cans -Green	105.41	483.89
1770129	02/07/2020	Office Depot	01-4380	Sod for Gravenstein Elementary	6.29	
			03-4380	Sod for Gravenstein Elementary	72.30	78.59
1770130	02/07/2020	Park Avenue Turf	04-5880	Volleyball Games 1/21/2020		25.00

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ESCAPE ONLINE

Checks Dated 02/01/2020 through 02/29/2020

Board Meeting Date March 12, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1770132	02/07/2020	Sonoma County Office Of Ed.	03-5830	NCTIP Program Participant Fee 2019-20		7,000.00
1770133	02/07/2020	The Tech Museum of Innovation	04-5826	The Tech Museum of Innovation - 7th Grade Trip		825.00
1770134	02/07/2020	Marquesa Weigel	04-5880	Volleyball Referee 1/16/2020		25.00
1770135	02/07/2020	U.S. Bank Corporate Payment	01-4390	Board Retreat	4.77	
			03-4390	Board Retreat	57.23	
			04-4390	Board Retreat	33.38	
			04-4440	Digital Video Elective	2,529.81	
			13-4700	Kitchen Supplies	18.36	2,643.55
1770136	02/07/2020	Carey, Paul R	01-4310	Reimb.STEM Supplies	2.94	
			03-4310	Reimb.STEM Supplies	33.78	36.72
1770137	02/07/2020	ACSIG	01-9573	Employee's Dental Plan Coverage 2019-20		9,123.50
1770138	02/07/2020	Ally Technology Consulting LLC	01-5840	IT Consultant 2019-20	162.50	
			03-5840	IT Consultant 2019-20	1,950.00	
			04-5840	IT Consultant 2019-20	1,137.50	3,250.00
1770139	02/07/2020	Apple Inc.	03-4340	Apple iPad -Lifetime Licenses		280.00
1770140	02/07/2020	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2019-20		25.00
1770141	02/07/2020	Isaac Kuster dba I.A. Kuster Const. Insp.	40-6230	Gravenstein Solar Project		2,700.00
1770142	02/07/2020	Lattice Educational Services	01-5100	Special Ed Services	2,189.46	
			01-5810	Special Ed Services	2,229.53	4,418.99
1770143	02/07/2020	Pacific Gas & Electric	01-5520	Electric and Gas for 2019-20 Gravenstein	249.62	
			03-5520	Electric and Gas for 2019-20 Gravenstein	2,870.78	
			04-5520	Electric and Gas for 2019-20 @ Hillcrest	664.56	3,784.96
1770144	02/07/2020	School Services Of California	01-5200	Governor's Budget Workshop Registration	12.50	
			03-5200	Governor's Budget Workshop Registration	150.00	
			04-5200	Governor's Budget Workshop Registration	87.50	250.00
1770145	02/07/2020	Sonoma County Office Of Ed.	01-5812	Envelopes	10.34	
			01-5862	Fingerprinting for parent volunteers for 2019-20	1.40	
			03-5812	Envelopes	124.05	
			03-5862	Fingerprinting for parent volunteers for 2019-20	16.80	
			04-5812	Business Cards-Jerie Envelopes	18.13	
					72.37	
			04-5862	Fingerprinting for parent volunteers for 2019-20	9.80	252.89
1770146	02/07/2020	SyTech Solutions	01-5830	Document Management Services 2019-20	12.52	
			03-5830	Document Management Services 2019-20	150.30	

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1770146	02/07/2020	SyTech Solutions	04-5830	Document Management Services 2019-20	87.68	250.50
1770147	02/07/2020	U.S. Bank Equipment Finance	01-5631	Copier Lease for Schools and DO for 2019-20	35.29	
			03-5631	Copier Lease for Schools and DO for 2019-20	423.36	
			04-5631	Copier Lease for Schools and DO for 2019-20	246.98	705.63
1770148	02/07/2020	Vision Service Plan	01-9574	Employee's Vision Plan Coverage 2019-20		2,030.60
1770928	02/14/2020	Inda, Samantha	12-4390	Reimb. BTB Snacks	82.88	
				Snacks for BTB	106.34	189.22
1770929	02/14/2020	Apple Inc.	04-4440	iPods for Class Activities-Hillcrest		6,462.52
1770930	02/14/2020	AT&T Calnet 3	04-5911	Hillcrest AT&T CALNET 3 Charges 2019-20		58.93
1770931	02/14/2020	Peter Bergen	03-5826	4th Grade Clem Miller-Bow Drill		300.00
1770932	02/14/2020	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2019-20		50.00
1770933	02/14/2020	Dept Of Justice, Acctg Office	01-5862	Fingerprinting for volunteers 2019-20	20.80	
			03-5862	Fingerprinting for volunteers 2019-20	249.60	
			04-5862	Fingerprinting for volunteers 2019-20	145.60	416.00
1770934	02/14/2020	J.W. Pepper & Son Inc.	04-4310	Hillcrest Music 2019-20		134.07
1770935	02/14/2020	Luther Burbank Ctr Fr The Arts	04-5826	"Life of a Slave Girl" - 8th Luther Burbank		714.00
1770936	02/14/2020	Office Depot	01-4350	District Office Supplies- Open PO for 2019-20	9.30	
			01-4359	Instructional Supplies for Grav Elem/Grav First	194.85	
			03-4350	District Office Supplies- Open PO for 2019-20	111.62	
			04-4310	School Supplies-Hillcrest	57.85	
			04-4350	District Office Supplies- Open PO for 2019-20	65.11	438.73
1770937	02/14/2020	Ray Morgan Company	01-5633	Copier Contract Charges 2019-20		1,485.11
1770938	02/14/2020	Ane Carla Rovetta	03-5826	Story Teller for Clem Miller ED Center-Brown		250.00
1770939	02/14/2020	Simeone Plumbing, inc.	01-5830	Water heating system for Gravenstein	94.64	
			03-5830	Water heating system for Gravenstein	1,088.36	
			04-5830	Water heating system for Hillcrest	1,183.00	2,366.00
1770940	02/14/2020	Greenacre Homes, Inc	01-5100	2019-20 ISA	2,804.28	
			01-5810	2019-20 ISA	1,653.75	4,458.03
1770941	02/14/2020	Office Depot	01-4350	District Office Supplies- Open PO for 2019-20	7.71	

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1770941	02/14/2020	Office Depot	01-4359	Instructional Supplies for Grav Elem/Grav First	99.54	
			03-4350	District Office Supplies- Open PO for 2019-20	92.53	
			03-4400	Office Chair - Squires	119.06	
			04-4350	District Office Supplies- Open PO for 2019-20	53.97	372.81
1770942	02/14/2020	Recology Sonoma Marin	01-5560	Recology-Gravenstein	71.45	
			03-5560	Recology-Gravenstein	821.73	
			04-5560	Recology-Hillcrest	628.68	1,521.86
1770943	02/14/2020	Six Flags Discovery Kingdom	04-5826	Six Flags-8th Grade Trip		1,000.00
1770944	02/14/2020	Sonoma County Office Of Ed.	01-5200	SCOE Workshop-504 Training-Pugno	2.00	
			01-5202	SCOE Workshop-IEP Training-Pugno	8.00	
			03-5200	SCOE Workshop-504 Training-Pugno	23.00	
			03-5202	SCOE Workshop-IEP Training-Pugno	92.00	125.00
1770945	02/14/2020	T&b Sports	04-4310	Hillcrest-Basketball Equipment -Balls		270.52
1770946	02/14/2020	The Walt Disney Family Museum	04-5826	8th Grade Field Trip-Disney Family Museum		950.00
1770947	02/14/2020	Ernesto Aubin	04-5880	Referee Basketball 2/3/2020		70.00
1770948	02/14/2020	Diane Ferlatte	01-5830	Schoolwide Cultural Assembly	64.00	
			03-5830	Schoolwide Cultural Assembly	736.00	800.00
1770949	02/14/2020	Isabella Puget	04-5880	Volleyball Referee 1/22/2020		25.00
1770950	02/14/2020	Theresa Blaise Weigel	04-5880	Volleyball Referee 1/16/2020		25.00
1772135	02/19/2020	Lannon, Kelley A	03-4310	Re-issue Reimb. Class stools		64.94
1772136	02/19/2020	McDowell, Matthew M	04-4440	Reimb. iPod case		8.54
1772137	02/19/2020	Alpha Analytical Laboratories,	01-5830	Water testing for Gravenstein	2.56	
			03-5830	Water testing for Gravenstein	29.44	
			04-5830	Water testing for Hillcrest	197.00	229.00
1772138	02/19/2020	Employment Development Dept.	01-9555	Unemployment Taxes for the year 2019-20		292.50
1772139	02/19/2020	Fishman Supply Company	01-4370	District Wide Custodial Supplies	102.31	
			03-4370	District Wide Custodial Supplies	1,227.68	
			04-4370	District Wide Custodial Supplies	716.15	2,046.14
1772140	02/19/2020	Christian L. Gutierrez	04-5880	Basketball Referee 1/31/2020 8Th Grade		40.00
1772141	02/19/2020	Lakeshore Learning Materials	03-4310	Classroom Supplies-Otterson		22.12
1772142	02/19/2020	Redwood Pediatric Therapy Asso	03-5811	OT/PT Svcs for Student WS		1,171.00
1772143	02/19/2020	Sonoma County Office Of Ed.	01-5862	Fingerprinting for parent volunteers for 2019-20	13.30	

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Checks Dated 02/01/2020 through 02/29/2020

Board Meeting Date March 12, 2020

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1772143	02/19/2020	Sonoma County Office Of Ed.	03-5862	Fingerprinting for parent volunteers for 2019-20	159.60	
			04-5862	Fingerprinting for parent volunteers for 2019-20	93.10	266.00
1772144	02/19/2020	Teachers' Curriculum Institute	04-4110	History Alive:US through Industrialism		1,342.01
1772145	02/19/2020	Weeks Drilling & Pump Co. Inc.	04-5530	Hillcrest Water Service for 2019-20		643.67
1772647	02/21/2020	AT&T	01-5620	Diagnose Phone Battery Back Up	16.80	
				Remove Required 9 Dialing - Phone Programing	16.80	
			03-5620	Diagnose Phone Battery Back Up	193.20	
				Remove Required 9 Dialing - Phone Programing	193.20	420.00
1772648	02/21/2020	Brelje And Race Labs Inc.	04-5830	Bacteriological System Testing		35.00
1772649	02/21/2020	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2019-20		101.50
1772650	02/21/2020	Comstock Middle School	04-5828	8th Grade Volleyball Tournament		75.00
1772651	02/21/2020	Custom Ink	04-4390	Athletic T-Shirts-Hillcrest		824.89
1772652	02/21/2020	Christian L. Gutierrez	04-5880	Basketball Referee 1/31/2020 7th Grade		40.00
1772653	02/21/2020	MCI Comm Service	12-5911	Daycare Phone Line for 2019-20		13.75
1772654	02/21/2020	Office Depot	01-4350	School Supplies HMS/Grav	.76	
9			01-4370	Facial Tissues- Grav.	9.98	
			03-4310	School Supplies HMS/Grav	28.54	
			03-4350	School Supplies HMS/Grav	8.96	
			03-4370	Facial Tissues- Grav.	114.85	
			04-4310	Class Supplies -Reed	148.23	
				School Supplies HMS/Grav	6.38	
				Task Chairs- Prunetti	415.64	
			04-4350	School Supplies HMS/Grav	5.23	
			04-4359	School Supplies HMS/Grav	6.95	
			04-4390	School Nurse Supplies-Hillcrest	160.12	
			13-4390	School Supplies HMS/Grav	8.35	913.99
1772655	02/21/2020	Pacific Enviromental Ed Center	03-5826	4th Field Trip 3/11-13/2020 Sully	1,657.50	
				4th Field Trip 3/25-27/2020 Martinez/Squires	3,430.00	5,087.50
1772656	02/21/2020	Safeway	04-4310	Supplies for Party	59.90	
			12-4390	Daycare Supplies & Snacks for 2019-20	444.07	503.97
1772657	02/21/2020	Marquesa Weigel	04-5880	Volleyball Referee 1/28/2020		25.00
1773375	02/26/2020	Business Card	01-4362	Dist Fuel Maint.	8.83	
			01-4380	Dist. Maint. Supplies	33.29	

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Page 5 of 7

Checks Dated 02/01/2020 through 02/29/2020

Board Meeting Date March 12, 2020

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1773375	02/26/2020	Business Card	01-5869	Finance Charge	47.25	
			03-4362	Dist Fuel Maint.	105.99	
			03-4380	Dist. Maint. Supplies	386.41	
			03-5830	Survey Monkey	37.00	
			04-4362	Dist Fuel	61.83	
			04-4380	Dist. Maint. Supplies	255.28	
1773376	02/26/2020	Alpha Analytical Laboratories,		HMS Supplies	119.83	1,055.71
			01-5830	Water testing for Gravenstein	3.68	
1773377	02/26/2020	CalPERS Cash & Payment Processing Unit	03-5830	Water testing for Gravenstein	42.32	46.00
			01-9572	Employee's CalPERS Health Plan Coverage 2019-20		39,890.56
1773378	02/26/2020	Castino Restaurant & Supply	13-4390	Cafeteria Supplies HMS		29.78
1773379	02/26/2020	Center for the Collaborative Classroom	01-4310	SIPPS Ext. Fluency Library sets 1-5	69.26	
1773380	02/26/2020	Clover-Stornetta Farms Inc.	03-4310	SIPPS Ext. Fluency Library sets 1-5	796.54	865.80
			13-4700	Milk Purchases 2019-20		114.50
1773381	02/26/2020	Fishman Supply Company	01-4350	Flags for Grav. and HMS	12.19	
			03-4350	Flags for Grav. and HMS	140.23	
1773382	02/26/2020	Office Depot	04-4350	Flags for Grav. and HMS	63.64	216.06
			01-4350	School Supplies HMS/Grav	.17	
			03-4310	School Supplies HMS/Grav	6.83	
			03-4350	School Supplies HMS/Grav	2.14	
			04-4310	School Supplies HMS/Grav	1.53	
			04-4350	School Supplies HMS/Grav	1.25	
			04-4359	School Supplies HMS/Grav	1.66	
			13-4390	School Supplies HMS/Grav	2.00	15.58
			01-6200	Solar Photovoltaic Design & Installation Contract	2,334.45	
			03-6200	Solar Photovoltaic Design & Installation Contract	7,699.67	
1773383	02/26/2020	Sunworks	04-6200	Solar Photovoltaic Design & Installation Contract	8,356.42	
			40-6200	Solar Photovoltaic Design & Installation Contract	14,135.71	32,526.25
1773384	02/26/2020	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2019-20	38.00	
			03-5530	Gravenstein Elem Water Service for 2019-20	437.00	475.00

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

ESCAPE ONLINE

Checks Dated 02/01/2020 through 02/29/2020

Board Meeting Date March 12, 2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1773385	02/26/2020	West County Transportation	01-5804	Special Ed Transportation 2019-2020 Quarter 2		4,430.97
Total Number of Checks					87	163,133.44

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	42	70,318.12
03	Gravenstein Elementary Charte	43	37,364.16
04	Hillcrest Middle Charter	49	34,935.10
12	Child Development Fund	4	770.26
13	Cafeteria Fund	9	460.09
14	Deferred Maintenance Fund	1	2,450.00
40	Special Reserve-capital Proj	2	16,835.71
Total Number of Checks		87	163,133.44
Less Unpaid Tax Liability			.00
Net (Check Amount)			163,133.44

Includes checks for only Bank Account COUNTY

28

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.)

ESCAPE ONLINE

Page 7 of 7

Gravenstein Union School District
February Payroll Report

March 12, 2020 Regular Board Meeting

Certificated Salary & Benefits

Regular: \$ 498,568.48
Supplemental: \$ 31,345.85

Classified Salary & Benefits

Regular: \$ 158,727.93
Supplemental: \$ 5,927.86

Total Salary & Benefits

\$ 694,570.12



SCHOOL & COLLEGE LEGAL SERVICES OF CALIFORNIA

*A Joint Powers Authority
serving school and college
districts throughout the
state.*

February 14, 2020

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To: Dave Rose, Superintendent
Gravenstein Union School District

From: Carl D. Corbin, General Counsel

Subject: RETAINER AGREEMENT FOR LEGAL SERVICES

This memo invites the GRAVENSTEIN UNION SCHOOL DISTRICT to enter into a Retainer Agreement with SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA (SCLS) effective July 1, 2020.

As you consider your legal service needs for the coming year, I want to be clear about our commitment to provide you with excellent services. I welcome your input on how we can best meet your needs, so please do not hesitate to call me. As a reminder SCLS is a Joint Powers of Authority public agency. As such, SCLS does not make a profit. We are a school related agency just like our clients and we are also subject to the Education Code, Brown Act, etc. All of our employees are public employees just like you.

The SCLS JPA Board, comprised of some of our clients, carefully considered for the 2020-2021 school year the increase in fees necessary to address SCLS's fiscal needs while continuing to ensure the lowest possible rates for our clients. Effective July 1, 2020, our rates will be increasing \$15 per hour. This means our retainer rate will be \$260 per hour. Many of our clients also consult or use limited services from private law firms so you know that even with our increased rate of \$260 per hour we charge generally below the private firm hourly rate. Essentially, our rates (with this increase) will have increased over approximately the past ten years at less than \$8 an hour per year. We believe this represents extraordinary cost containment for our clients.

I also want to emphasize that unlike many private law firms, we do not charge additional fees for secretarial time, photocopies, facsimile transmissions, on-line research costs, a flat "administrative" fee or the many other "hidden/add-on" fees associated with doing business with a private law firm, except we do charge for hotel and airline costs if necessary. If you have any questions regarding our services or fees, please do not hesitate to call me.

Please select and note your retainer amount on the Selection of Retainer Amount form. The form should be signed and returned to us along with a purchase order after the governing board has acted on it. Your district will be invoiced for the full retainer amount. In the event that your district does not use all hours originally retained, pursuant to the April 3, 2013, policy adopted by the Joint Powers Board of SCLS, the unused portion will be carried over to the next school term for one year only. If you have any questions about this or the number of hours that you should retain, please do not hesitate to call me.

We very much look forward to working with you.
Enc.

**RETAINER AGREEMENT
BETWEEN
GRAVENSTEIN UNION SCHOOL DISTRICT
AND
SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA**

The GRAVENSTEIN UNION SCHOOL DISTRICT (DISTRICT) and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA (a legal service program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.) (COUNSEL), mutually agree as follows:

**I.
RECITALS**

This agreement, effective July 1, 2020, is entered into by and between the DISTRICT and COUNSEL.

COUNSEL has the background, experience, and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this agreement.

**II.
WORK TO BE PERFORMED**

COUNSEL shall provide legal and labor relations services as requested by the DISTRICT.

COUNSEL shall have the right to retain court reporters, professional experts, and other independent contractors as appropriate and to recommend to DISTRICT the employment and association of outside legal counsel in cases and matters that singly or cumulatively require an inordinate amount of time or which require, in the opinion of COUNSEL, specialized legal services and expertise. In the event DISTRICT fails to approve the employment of such outside counsel, COUNSEL reserves the right to terminate its representation of DISTRICT on the specific case or matter involved.

COUNSEL shall decline any assignment which would result in a conflict of interest or violations of professional ethical standards.

**III.
COMPENSATION**

The DISTRICT shall compensate COUNSEL for all time spent on DISTRICT's work, including necessary travel time, at the rates specified in the attached Fee Schedule. Such rates may be changed by COUNSEL no earlier than July 1, 2021, provided, however, that COUNSEL shall first give DISTRICT at least thirty (30) days advance written notice of such change.

Time will be accounted for in an initial minimum increment of .2 hour per entry (i.e., 12-minute minimum). This reflects the time it takes to respond to and record the nature of short-term assignments. After the initial minimum of .2, all assignments will be recorded in increments of one-tenth of an hour.

IV.

RETENTION OF CLIENT RECORDS

Client records will be maintained by COUNSEL for at least 10 calendar years. Following the determination by COUNSEL that either the client records no longer need to be maintained or 10 calendar years have passed, whichever is later, COUNSEL will contact the DISTRICT by letter to inform the DISTRICT that the records will be destroyed unless the DISTRICT has indicated it would like to take possession of the records. In this case, the DISTRICT will be billed for the cost of producing the records from storage and providing the records to the DISTRICT. If the DISTRICT does not provide any response within 90 calendar days or if the DISTRICT indicates no desire to take possession of the records, then COUNSEL will have the records destroyed through shredding. SCLS reserves the right to make an electronic copy (scan into PDF) of client records and then shred the paper records; however, if SCLS does make an electronic copy then these electronic records will be maintained indefinitely by SCLS and available to our clients upon request.

V.

TERM OF AGREEMENT

This agreement, effective July 1, 2020, is ongoing for up to four years and may be modified by mutual written agreement of the parties. This agreement may be terminated by either party at any time upon thirty (30) days written notice.

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

By: 
Carl D. Corbin
General Counsel

Dated: February 14, 2020

GRAVENSTEIN UNION SCHOOL DISTRICT

By: _____
Dave Rose, Superintendent

Dated: _____

**SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
CONTRACT FEE SCHEDULE**

Effective July 1, 2020

**Attorney Retainer Hours of
Attorney Service**

***Retainer @ \$260**

30	\$ 7,800.00
60	15,600.00
120	31,200.00
180	46,800.00
200	52,000.00
300	78,000.00

Districts that wish to contract for a lesser or greater number of hours than that set forth above may do so by calculating a retainer based on the \$260.00 per hour rate and making that change in the fee schedule. Minimum level is 20 hours.

Included within the retainer fee are all of the workshops, newsletters, legal updates, and all other work we do for all clients. We do, however, charge a fee not to exceed the actual costs for facilities, meals and copy fees for materials provided at workshops.

The retainer amounts set forth above are based on a rate of \$260.00 per hour for all attorney time. In the event that your district does not use all hours originally retained, pursuant to the April 3, 2013, policy adopted by the Joint Powers Board of SCLS, the unused portion will be carried over to the next school term for one year only.

No additional fee is charged for meals while traveling to or from your district. No additional fee for secretarial time, nor for the cost of photocopies, telephone calls, or "facsimile" transmissions to or from your district. There are no postage charges for regular mail, no "administrative fee," and no on-line research costs. Set fees may be charged for formed contracts and bid documents. If required, overnight lodging and air travel costs would be charged.

Mandated costs services are based on a rate of \$260.00 per hour and do not count against the retainer, unless you specifically indicate that it be included.

Litigation services are based on a rate of \$270.00 per hour and also do not count against the retainer.

* Please designate on next page.

**SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
FEE SCHEDULE**

Effective July 1, 2020

Retainer Contract Clients

All Attorneys	\$260.00 per hour
Excess Hours over Retainer*	\$270.00 per hour
Litigation	\$270.00 per hour
Mandated Services	\$260.00 per hour
Labor Relations Coordinator	\$235.00 per hour
Paralegal/Paraprofessional	\$145.00 per hour
Law Clerk	\$110.00 per hour

Billable Contract Clients

All Attorneys	\$280.00 per hour
Litigation	\$280.00 per hour
Mandated Services	\$280.00 per hour
Labor Relations Coordinator	\$250.00 per hour
Paralegal/Paraprofessional	\$145.00 per hour
Law Clerk	\$110.00 per hour

*Not applicable to clients retaining 500 or more hours.

SELECTION OF RETAINER AMOUNT

Effective July 1, 2020

The GRAVENSTEIN UNION SCHOOL DISTRICT hereby selects the following annual retainer amount effective July 1, 2020:

\$ 15,600 for 60 hours of service.

- I want mandated services charged against this amount.
- I do not want mandated services charged against this amount and instead want to be separately billed for such services.

The Retainer Contract is a commitment to use specified hours at the reduced hourly rate. Should DISTRICT decide to terminate the Contract during the course of the school year (July 1, 2020, through June 30, 2021) and seek a refund of unexpended hours/dollars, it is mutually agreed that the hours used to date of termination will be re-billed at the full Billable hourly rate (\$280.00) and then any remaining dollars will be refunded to DISTRICT.

A purchase order, check or warrant for this amount is enclosed or will be delivered to SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA within 30 days of the date this agreement is signed by the District representative.

By: _____
Dave Rose, Superintendent

Date: _____

GRAVENSTEIN UNION SCHOOL DISTRICT

3840 TWIG AVENUE
SEBASTOPOL, CA 95472

**Board of Education
Regular Meeting Minutes**

DATE: Thursday, January 9, 2020
TIME: 5:00 PM
LOCATION: Gravenstein Elementary, Multipurpose Room

Steve Schwartz, President
Gregory Appling, Clerk
Alexander Kahn, Trustee
Jennifer Koelemeijer, Trustee
Patrick Lei, Trustee

I. CALL TO ORDER AT 5:00 PM

Call to order at 5:03pm all present except Alexander Kahn.

II. ADOPTION AND APPROVAL OF THE AGENDA

A. Approval of the agenda for January 9, 2020 (2 min.)

SS move to approve agenda, JK second, vote 4-0.

III. REPORTS, AND ORAL COMMUNICATIONS

A. (p. 1) Gravenstein Principal Report (5 min.)

Report was included in the packet. KP spoke on TK/K open house on January 25, 2020, placards with student names to be used during after school pickup, and acknowledge donations the school has received. Trustees mentioned possible new field trip opportunities that might be available to the school. Trustees asked about the level of marketing around the TK/K open house and KP noted our marketing is focused on our attendance area, fliers to local preschools, and pointed to signs posted throughout the district.

B. (p. 3) Hillcrest Principal Report (5 min.)

Report was included in the packet. WD talked about the STEM conference that was attended by administration and teachers. Noted donation from Rotary to the music program and the celebration planed on January 27, 2020 for the solar panel project.

C. Gravenstein Union Teachers' Association (5 min.)

GUTA provided a written report. Appreciated administration meeting with the teachers regarding their concerns around the use of personal electronic devices on campus. GUTA requested that in the future the Board gather input from teachers on this topic before a new policy is published. The Board assured GUTA that they would look to purchase equipment needed to allow teachers to continue their current teaching plans affected by this issue.

D. District Site Council (0 min.)

No report at this time.

E. (p. 4) Gravenstein Parent Association, GPA (5 min.)

1. Financial Reports

Report included in the packet. The Board was very appreciative of the level of detail provided in the GPA report.

F. Trustee Reports (5 min.)

Several Trustees attended the winter concert and enjoyed the level of talent shown by the band and chorus students.

G. Climate Committee (0 min.)

No report at this time. The next meeting will be set up soon.

H. (p. 15) Facilities Report (5 min.)

Report was provided in the packet.

I. CBO Report (5 min.)

WH noted that over the winter break we completed our reporting and are doing a self-audit on students to make sure we are collecting all funds that are available. ADA came in slightly lower than estimates due to attendance being slightly lower.

J. Superintendent Report/District Correspondence

1. (p. 16) Complaint response update (5 min.)

Report was provided in the packet. Regarding existing complaint against the DR, Eric Hoppes has met with the parent which has resulted in a second letter and continued discussion. Parent raised the question regarding a second complaint that involved a student. DR noted that it has been investigated. Board noted that that item cannot be discussed in open session at this time due to a student being involved. DR noted that complaints involving students are handled at the staff level first. DR provided a report

to the board noting that 85-87% of Gravenstein 5th graders continue on to Hillcrest, that rate increased to 96% last year.

IV. PUBLIC COMMENT (15 min.)

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.

Parent requested information about AVID Academic Elective being introduced at Hillcrest. WD noted that item was pushed out a year due to all the changes being implemented this year. The program in question was built to help students whose parents had not gone to college; to help encourage the students to know that they can go to college.

V. CONSENT AGENDA (5 min.) _____ ACTION ITEM

- A. (p. 18) Approval of Minutes from the Regular Board Meetings of November 14, 2019 and December 12, 2019, and the Special Board Meeting of December 8, 2019**
- B. (p. 44) Warrants**
- C. (p. 51) Payroll**
- D. (p. 52) Williams Report for October - December, 2019**

Action taken/comments:

JK asks we remove minutes from the regular board meetings (11/19 and 12/12).

Motion to approve consent agenda without minutes.

Motion GA _____ Second JK _____ Vote 4-0 _____

Motion to approve minutes with changes to the minutes.

Motion SS _____ Second PL _____ Vote 4-0 _____

VI. GENERAL ACTION ITEMS

- A. (p. 55) Board Position Statement regarding student use of personal electronic devices (25 min.)**

The Board will consider adopting a Position Statement regarding student use of personal electronic devices.

Action taken/comments

DR and the board members have already looked at this and have already done some wordsmithing. This is to come up with a school rule. The idea is to have the students not use their phones during school hours with a focus on removing personal electronic devices from the classroom completely. Language provided as a starting point by DR in an attempt to capture what the board wanted in this rule.

Lengthy discussion followed and has been distilled down for the official meeting minutes.

Board noted that their primary goal is to remove personal electronic devices from the classroom. Board also discussed needing a location for cellphone usage on campus afterschool and the need to continue to allow parents to provide permission for their children to have a cellphone on campus.

Parents spoke regarding adding additional language to the proposed statement to create additional limits on usage.

GUTA requested that they be giving time to speak to staff regarding any additional duties placed on teachers that might be a violation of working conditions.

WD suggested the "Duck Pond" as an afterschool cellphone usage location.

AK joined the meeting at 6:17pm.

WD suggested that a time be placed in the handbook policy related to the use of the cellphone to make it possible for staff to know when cellphone usage is allowed.

Teacher spoke on the need for electronic devices that are compatible with the Board approved VR glasses (currently being used with personal cellphones). Board assured the teacher they would provide equipment. WD noted he has already received a quote for the equipment that will be purchased.

Boards first motion with a restrictive language was passed and then rescinded.

Motion by SS to approve the following language:

Cell Phones/Electronics: *This rule regarding the student use of electronic devices is subject to review by District Administration and Staff. Any changes made to the rule will be shared with all students and parents.*

Personal cell phones and electronic devices are not allowed at school except with parent request and administrative written approval. Student use of cell phones or other electronic devices is only allowed: 1) During the first 10 minutes after school in the designated area to

contact parents/guardian, 2) with approval from staff, or 3) pursuant to the exceptions noted in Education Code 48901.7.

SS motions to approve with the changes we made with the exception of adding school activities.

Motion ___SS___ Second ___JK___ Vote ___5-0___

B. (p. 60) Second Reading for Board Policy 5131, Conduct (5 min.)

The Board will consider adopting Board Policy 5131, Conduct.

Action taken/comments

DR stated this is a general policy that allows the building of a handbook and suspendable offensives. 5144.2 is our policy that covers this

JK pg 62 1st paragraph, 1st sentence; add “as” between “time” and “directed”.

Motion to approve policy with edit on pg. 62.

Motion ___GA___ Second ___JK___ Vote ___5-0___

C. (p. 66) Second Reading for Board Policy 5145.12, Search and Seizure (5 min.)

The Board will consider adopting Board Policy 5145.12, Search and Seizure.

Action taken/comments

Motion to approve Board Policy 5145.12, Search and Seizure.

Motion ___GA___ Second ___PL___ Vote ___5-0___

D. (p. 75) Facility Inspection Tool (FIT) Reports (5 min)

The Board will consider accepting the Facility Inspection Tool (FIT) Reports for Gravenstein Elementary, Gravenstein First, Hillcrest Middle, and Gravenstein Community Day Schools.

Action taken/comments

There are no immediate threats or safety issues.

Motion to accept Facility Inspection Tool (FIT) Reports.

Motion GA Second SS Vote 5-0

E. (report not in packet, available at GUSD 1/7/20) Acceptance and Certification of June 30, 2019, Fiscal Year Financial Audit (15 min)

The Board will be asked to approve the Financial Audit report prepared by Roatch Accountancy.

Action taken/comments

WH shows a slide presentation and handed out the same.

DR stated that CalPERS and CalSTRS accounts for the majority of the increase.

Board asked questions related to separating out the cost of the Enrich! Program to help with future funding set asides and reporting.

Motion to approve the Financial Audit.

Motion AK Second JK Vote 5-0

F. (p. 99) Acceptance and Certification Governmental Accounting Standards Board(GASB) Number 75 for fiscal year ending on June 30 (5 min)

The Board will be asked to approve the GASB 75 report for the Gravenstein Union School District.

Action taken/comments:

We have hired CSABA to do the reporting of our liability. This used to be every three years, now it is every other year, but we have to do an update in between reporting.

WH recommends accepting this, but feels we should not use an actuarial next year.

Motion to accept.

Motion GA Second JK Vote 5-0

Adjourn for 5 min at 7:17pm.
Reconvene at 7:23pm.

G. (p. 112) Approve District's School Accountability Report Cards (SARC) (5 min)

The Board is asked to approve the School Accountability Report Cards for the District's schools: Gravenstein Elementary, Gravenstein First, Hillcrest Middle School, and Community Day. The SARC must be shared with the school board prior to posting for public viewing on the CDE and District websites by February 1st each year.

Action taken/comments:

Motion to approve the SARCS pending the addition of the physical fitness testing.

Motion GA Second JK Vote 5-0

H. (p. 158) Adopt Resolution #200109-01 Regarding Core Subject Teacher Authorization (5 min)

The Board will consider adoption of Resolution #200109-01 regarding the authorization of a teacher assignment.

Action taken/comments:

Item included in packet. This was the result of a consult with SCOE.

Motion to adopt Resolution #200109-01.

Motion AK Second JK Vote 5-0

I. (p. 159) Adopt Resolution #200109-02 Regarding Core Subject Teachers Authorization (2 min)

The Board will consider adoption of Resolution #200109-02 regarding the authorization of a three teaching assignments.

Action taken/comments:

Item included in packet. This was the result of a consult with SCOE.

Motion to adopt Resolution #200109-02.

Motion JK Second PL Vote 5-0

J. (p. 160) Approve Notice of Completion – Hillcrest Middle School Improvements (Increments 1 and 2) (5 min.)

The Board will be asked to approve the Notice of Completion for Hillcrest Middle School Improvement, now that the project is done.

Action taken/comments:

Motion to approve notice of completion.

Motion GA Second JK Vote 5-0

K. (p. 161) Adoption of Board Handbook (5 min)

The Board will consider adopting the Board Handbook for GUSD drafted at the Board retreat on December 8, 2019.

Action taken/comments

DR stated that at the board retreat the board looked at a document as a general guide for the group. It speaks to many items including what goes on the agenda, how things are passed, how to respond to public comment. This was a 2-hour retreat discussion. We want to thank Dr. Porter for his assistance. We now have included all the bios in the version that has been handed out at the meeting.

After Board discussion there was a decision to table to the February meeting to clean up the wording and a final review.

Motion to table the adoption of handbook for editing.

Motion GA Second AK Vote 5-0

VII. DISCUSSION/INFORMATION ONLY

A. (p. 183) First Reading for Board Policy 3550, Food Service/Child Nutrition Program (5 min.)

The Board will be asked to perform a first reading of Board Policy and Administrative Regulation 3550, Food Service/Child Nutrition.

DR per request from JK this is being presented to you for discussion.

WH points out we had an audit and we are doing all this, but we should have a written policy on HACCP.

SS would like to have written exec summary of the changes that are being made and hopefully a recommendation.

B. (p. 194) Review Board & Staff Committee Descriptions and Membership (5 min.)

The Board will consider Board & Staff Committees initially discussed at the Board retreat on December 8, 2019.

SS and DR developed a list of possible committees. Decision is for SS and DR to make a second cut of the committee list and for Board members to respond to DR if they would like to be included on a specific committee.

Committee assignments to come out in February.

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

JM - knows cell phone policy is under consideration and would like to say that she supports what the students brought up about autonomy.

Adjourn to close session at 8:12pm.

IX. ADJOURNMENT TO CLOSED SESSION (10 min.)

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

- 1.0 Student Discipline
- 2.0 Pending litigation
- 3.0 Administrator Performance Updates
- 4.0 Conference with Negotiations team:
GUTA negotiations update

X. RECONVENE TO OPEN SESSION (if necessary)

Returned to open session at 8:33pm.

XI. ACTION ON ITEMS HEARD IN CLOSED SESSION (if necessary) (5 min.)

Action taken/comments

No actions were taken during closed session.

Motion _____ Second _____ Vote _____

XII. PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION (if necessary)

XIII. FUTURE BOARD MEETINGS

- A. February 13, 2020 at 5pm
- B. March 12, 2020 at 5pm

XVII. ADJOURNMENT

Motion to adjourn: SS Second: JK Vote: 5-0.

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 Dave Rose, 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

Board of Education
Regular Meeting Minutes

DATE: Thursday, February 13, 2020
TIME: 5:00 PM
LOCATION: Gravenstein Elementary, Multipurpose Room

Steve Schwartz, President
Gregory Appling, Clerk
Alexander Kahn, Trustee
Jennifer Koelemeijer, Trustee
Patrick Lei, Trustee

I. CALL TO ORDER AT 5:00 PM

Meeting called to order at 5:03pm all in attendance except Alexander Kahn.

II. ADOPTION AND APPROVAL OF THE AGENDA
Approval of the agenda for February 13, 2020 (2 min.)

No issues with agenda as written.

III. REPORTS, AND ORAL COMMUNICATIONS
A. (p. 1) Gravenstein Principal/Teacher Report (10 min.)

Report included in the packet with additional slides from KP. Annual rainbow photo completed this year in the shape of a heart. Open house and there was lots of positive feedback. Rotary came to deliver dictionaries to the 3rd graders.

Spelling Bee Winners
Sam Kiehl
Michael Lannon

KP showed a slide show that is on the website. This was the second year they did a scavenger hunt during the open house. The scavenger hunt led the participants to all the classes.

B. (p. 3) Hillcrest Principal/Teacher Report (10 min.)

John Collins - Instructor of Maker Lab and Drama - talked about Maker lab and what they are doing in class and he talked about directing the school musical March 5th, 6th and 7th. Gravenstein will be bussed to Hillcrest on March 5th to be the first to see the show. Three students to perform a number from the play. Michela Comfort, Sophia Postel and Aziza Greer.

Principal report included in the packet.

C. Gravenstein Union Teachers' Association (5 min.)

GUTA provided a written report that included the vote on the calendar and the vote on the new health insurance. Both votes were positive.

D. District Site Council (2 min.)

Meeting last month. Focus is on LCAP and safety plan. They gathered information from stakeholders. DR has schedule 4 more meetings to gather more LCAP input from stakeholders:

1st is for EL learners (2/20)

2nd is Special Ed and reaching out to anyone with an IEP or 504 (2/24)

3rd Title One (2/27)

4th is Comprehensive (TBA)

Meetings will be 4pm and there will be free day care for participants.

E. (p. 4) Gravenstein Parent Association, GPA (5 min.)

1. Financial Reports/Minutes

Financial report and minutes are in the packet. Boots and Bourbon is coming up and tickets are on sale now.

F. Trustee Reports (5 min.)

GA negotiating committee met. GUSD has provided GUTA with it's "sunshine letter"

PL nothing to report.

JK nothing to report.

SS was glad to be at the Solar Celebration.

G. Climate Committee (5 min.)

WD as part of the schools work on climate change there are discussions being had around increased composting, reduction of plastics, and possibly moving to making lunches at Hillcrest.

H. (p. 18) Facilities Report (5 min.)

Report included in the packet and will be discussed later in the meeting.

I. CBO Report (5 min.)

Report included in the packet, WH unable to attend.

J. Superintendent Report/District Correspondence (10 min.)

1. (p. 19) Acceptance of Positive Certification of First Interim Report

2. (p. 21) Annual Standard Reminders from the Sonoma County Office of Education

3. (p. 25) GUSD Publicity Piece

Report included in the packet. Discussion around welcome letter and tri-fold pamphlet being produced for marketing purposes. JK and PL provided additional ideas. DR noted that the Board and GPA will be included in future discussions for marketing.

4. (p. 29) Board Election

Report included in the packet related to which board members will be up for election this year.

IV. PUBLIC COMMENT (15 min.)

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.

Louise Larros. Has property on Bloomfield road. Says someone has come in and cut the wire on her property. Feels that someone has done it so that they can get lost balls. She wants us to pay for the repair of \$1,100. She was provided with information to file a report with RESIG and request that if it's not cleared up by the next meeting her issue be put on the agenda.

David Comfort - Parent understands there was a recent meeting about cell phones and that there was a parent who was, in his opinion, rude to the board. On behalf of many parents who have kids with phones, the reception that we have in the area where the kids are supposed to use the phones is not great. Appreciates that parents are passionate about their opinions. It is not for another parent to decide how someone else's kids are raised. Understands about the rules regarding cell phones at school during school hours, but doesn't feel that it should be in effect after school hours. Talked about split homes and other situations why the kids should be able to use their phones after school.

Beth Triv - has been reading about Prop 13. Newsome is extending money to schools to correct any lead piping in schools. She wants to know where she can find out about our lead piping and if we have it and if it has been tested.

Will Deeths - Parent of two students at Gravenstein thanked the teachers for the work they have done helping his kids learn and now enjoy reading.

GA has a last public comment. There has been discussion on the Nextdoor app about the congestion at drop off and pick up. He and his wife timed it in the morning and in the afternoon. In the mornings it is about 15 minutes and in the afternoon it is about 30 minutes. As someone who sits in the traffic it is better than it ever has been.

Jerie McNeil - came late (just before 7pm break) but really wanted to say something - read a book "Because Internet" by Gretchen McCulloch. It is a book about how the internet is changing English language. Would like to recommend that the Board read it.

V. CONSENT AGENDA (5 min.) ACTION ITEM

- A. (p.30) Warrants
- B. (p. 36) Payroll
- C. (p. 37) Approval of Year 2 of 3-Year Contract with Stephen Roach
Accountancy Corporation for Audit Services (\$17,400)
- D. (p. 45) Approval of Kathleen Byrne leave of absence for 40% of assignment,
reduction to 0.6 FTE beginning February 1, 2020
- E. (p. 46) Approval of annual Memorandum of Understanding with the Sonoma
County Office of Education for Data Sharing Services

Action taken/comments:

Motion to approve the consent agenda.

Motion GA Second PL Vote 4-0

VI. GENERAL ACTION ITEMS

- A. (p. 61) Resolution 200213-01, Redwood Empire Schools' Insurance Group (RESIG) Joint Powers Agreement, Bylaws, and Program Documents Update (2 min.)

Situation: On December 5, 2019, RESIG's Board of Directors updated their Joint Powers Agreement, Bylaws, and Program Documents. In order for these items to be put into operation, member districts are being asked to pass a resolution to indicate formal concurrence.

Plan: For the Board to adopt the resolution indicating formal concurrence with the new items.

Recommended motion: For the Board to approve Resolution 200213-01.

Action taken/comments

DR says the deductible for natural disasters has been increased and he wanted them to be aware of the changes. We are looking for other umbrella policies. Board provided direction to

DR regarding looking at the valuation of the property checking to see if our reserves are high enough.

Motion to approve resolution.

Nomination JK Second SS Vote 4-0

B. (p. 105) Consolidated Application for Funding Categorical Aid Programs, 2020 Winter Submission (5 min.)

Situation: The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs (Title I, II, III, and IV). Annually, each local educational agency (LEA), using the Consolidated Application and Reporting System (CARS), submits the spring release of the ConApp that confirms our application for funds and provides assurances that we will comply with the legal requirements of each program.

Plan: For the Board to approve our application for federal program funds and to provide the assurance that we will comply with the legal requirements.

Recommended motion: For the Board to approve the ConApp.

Action taken/comments

DR this data reporting will drive the funding we get from Federal programs.
JK these are small amounts of money...are they increasing or decreasing???

DR they are static. With the exception of Socially economic disadvantaged people which has jumped by 11%. This means maybe 8 or 9 students over the last three years.

Motion to approve.

Motion GA Second JK Vote 4-0

C. (p. 117) Certification of Corrective Action for the 2018-19 Audit. (5 min.)

Situation: During the 2018-19 Audit process, it was discovered that we had recorded invoice payments to the incorrect budget year.

Plan: We have corrected the postings and adopted a procedure to prevent future incorrect postings.

Recommended motion: For the Board to approve the Certification of Corrective Action.

Action taken/comments

Motion to approve.
GA 2nds
Passes 4 - 0

Motion SS Second GA Vote 4-0

D. (p. 119) 2020-2021 School Year Calendar (15 min)

Situation: After consultation with administration and GUTA leadership, a draft of a calendar for the 2020-2021 school year is ready for Board consideration. Submitted along with the draft are a list of basic assumptions that were taken into account during the process.

Plan: Creation of a calendar that is very similar to the calendar proposed for the West County Unified School District that also includes Emergency Days as recommended by the California Department of Education and the Sonoma County Office of Education.

Recommended motion: For the Board to approve the submitted draft of the 2020-2021 school year calendar.

Action taken/comments

JK thank you for the color copy.
GA thank you for the second page.
GA asks if we are starting later next year.
JK says we are starting later and ending later.

DR says that emergency days were related to CDE possibly not passing future J19 Waivers if we didn't have these days worked into the calendar.

Motion to approve the draft of the 2020-2021 school year calendar.

Motion SS Second GA Vote 4-0

E. (Hard copy available at District Office) School Safety Plans (15 min)

Situation: By March 1st of each school year, California *Education Code* Section 32286 requires each school site to review and update its school safety plan, which

must be developed and written by a School Site Council (SSC) or its designated Safety Planning Committee in collaboration with teachers, classified staff, parents, and first responders to ensure they are up-to-date and complete. The plans must have policies and procedures addressing critical issues including: disaster preparedness; crisis response; mental and physical health; earthquake emergencies; school learning environment; discipline, suspension, and/or expulsion; hate crime reporting; child abuse reporting; release of a pesticide or toxic substance; and more.

Plan: Site administrators have taken the plan from last year, discussed with staff and conducted drills, and has discussed the updated plan with Site Council and gained their approval.

Recommended motion: For the Board to approve the School Safety plans for Gravenstein Elementary and Hillcrest Middle.

Action taken/comments

KP our Safety plan has been updated. Document is included in the packet. Incident command was what needed the most updating and they have done that. When we talked about it in Site Council they talked about the fires and how things were handled.

Parent what are the liability issues if someone volunteered to help out.
DR it falls under the good Samaritan law.

GA requested that DR look into what category the Board would fall under since they are paid by the school.

Motion to approve the School Safety Plans.

Motion JK Second PL Vote 4-0

F. (p. 121) Staff Buy Back Days (15 min)

Situation: To continue the process started in December at the Board Retreat where GUSD Vision and Mission statements were drafted, district administration and certificated staff require work time dedicated to the development of Goals and Activities to achieve the adopted Vision and Mission statements.

Plan: Work goal objectives for the days will include the final editing of specific academic, attendance, and behavioral performance goals to be included in the LCAP, an evaluation of the ENRICH! for all program implementation, GATE Program design, and development of a protocol for early identification and intervention plan implementation for students that are: performing below grade academically, chronically absent or habitually truant, and/or experiencing behavioral challenges. The administrative team is requesting \$144,949.25 to fund five voluntary Staff Buy Back Days, three in June and two in August, and to offer free Beyond the Bell services to participating certificated staff.

Recommended motion: For the Board to approve administration's request for funding not to exceed \$145,000.00 for five Staff Buy Back Days.

Action taken/comments:

DR we need more time without students to look at current systems in place. What things are making our students successful and what might not be working. Wants teachers to volunteer to work with admin, but they would get paid their regular rate.

Motion to approve Staff Buy Back Days.

SS wants to clarify part of why we are doing this up to 5 days this year is because of the program change. We are not expecting this to happen every year.

Motion JK Second GA Vote 4-0

G. School Psychologist Recruitment (15 min)

Situation: Due to the requirements of AB 5, we were required to change the status of our School Psychologist from a contractor to an employee. This change has resulted in a substantial difference in total compensation, and as a result, our School Psychologist has submitted his letter of resignation. During a review of the quantity of work done to date this year and accounting for the increase in requested assessments and the amount of Educationally-Related Mental Health Services (ERMS) counseling included in Special Education Student's Individualized Education Plans (IEPs), administration has identified a need for a 0.6FTE School Psychologist.

Plan: To recruit, hire and train a school psychologist to become part of the GUSD team who will be placed on a salary schedule with a total position cost, including benefits ranging from \$92,000 to \$104,000 annually, depending on experience. Administration is also investigating the possibility of joining the West County Consortium to contract for a School Psychologist.

Recommended motion: For the Board to approve administration's request to hire a 0.6FTE School Psychologist.

Action taken/comments:

DR talks about why our Psychologist is putting in his resignation. He loves our district, but with being an employee he is losing money and wanted to give us as much notice as possible. This is the time to list the position. Change is due to AB5 regulations.

Motion to approve.

Motion GA Second PL Vote 4-0

H. (p. 122) Second Reading for Board Policy 3550, Food Service/Child Nutrition Program (5 min.)

Situation: Board Policy 3550, Food Service/Child Nutrition, states that the Board recognizes that adequate, nourishing food is essential to student health, development, and the ability to learn. The policy directs staff to develop strategies to increase students' access to the district's food service programs and to maximize their participation in available programs

Plan: The Board conducted a first reading of this policy in January. Staff will use the content of the policy and the administrative regulation to review and evaluate the current Food Service Program.

Recommended motion: For the Board to approve Board Policy 3550.

Action taken/comments:

JK if we move to providing meals from the Hillcrest kitchen, can we return this policy to the Board for review? Board agreed this should happen.

Motion to approve Board Policy 3550

Motion JK Second PL Vote 4-0

I. (Copy available at District Office) Adoption of Board Handbook (2 min)

Situation: The Board, with assistance from Dr. Paul Porter, drafted a Board Handbook for GUSD at the Board retreat on December 8, 2019.

Plan: The Board has provided edits and additions, as well as drafting short biographical statements for inclusion in the handbook.

Recommended motion: For the Board to approve the GUSD Board Handbook.

Action taken/comments:

GA requested that the Board Policy handling the Handbook come before the board for changes. This might cause changes to the Handbook at a later date.

JK can we add a note about items that have changes or items that don't have changes

Motion to adopt the Board Handbook

Motion PL Second GA Vote 4-0

J. Recruit a Project Manager to Address Classroom Temperatures
(15 min.)

Situation: During August and September of 2019, we had several classrooms temperatures exceed the 80 degree mark, resulting in two Williams Settlement Complaints from staff. Temporary measures were taken to reduce classroom temperatures during these hot days including an early morning protocol of opening windows and then closing windows/curtains/blinds mid-morning and adding portable cooling units to classrooms exposed to the most direct sunlight.

Plan: The Facilities Committee is recommending that GUSD consult with a project manager to look at more permanent solutions to address the classroom heat issue that we will face every year from mid-August to mid-September. The result of the Project Manager’s work will include a summary of two to three options, consideration of legal mandates/restrictions, cost estimates, and estimated construction time lines.

Recommended motion: For the Board to approve the Facilities Committee recommendation to offer a Request For Proposals (RFP) for a project manager.

Action taken/comments:

GA this item is needed to help the Facilities Committee to move forward with looking at future construction projects, the master facilities plan and to deal with the issues around classroom temperature.

GUTA noted that there may be an equity question around some rooms being cooled and others not. DR noted that the cooling is related to rooms that are over 80 degrees but we will continue to monitor. The overall goal will be to provide cooling to all rooms.

GA this came up before it was discussed who was going to be on the Facilities Committee. We need to start now or we won’t get any work done this summer.

PL noted that the Climate Committee would like to see “less” conventional ways to cool down the campus that is more environmentally friendly.

Motion to approve recruitment of a project manager to address classroom temperatures.

Motion GA Second JK Vote 4-0

K. (p. 131) Notice of Completion – Gravenstein Solar Project

Situation: The Solar Panel Project at Gravenstein Elementary is complete.

Plan: With the completion of the scope of work, inspections, and PG&E connections in place, the system is operational. Principal Pugno will be scheduling a celebration ceremony in the near future.

Recommended motion: For the Board to approve the Notice of Completion.

Action taken/comments:

Motion to approve the Notice of Completion.

Motion JK Second SS Vote 4-0

Adjourn for break at 7:02

Reconvene at 7:09

VII. DISCUSSION/INFORMATION ONLY

A. (p. 132) Review Board & Staff Committee Descriptions and Membership (5 min.)

Situation: The Board initiated updates and conversation on the list of GUSD committees during the Board retreat on December 8, 2019. Included in the packet is the most recent information related to those discussions.

Plan: The Board will review and comment on the current committee list.

Board reviewed the current committee list and developed a plan to support administration. Board members will not be needed at each meeting but will be expected to be available when needed by administration. Request to changes to the committee assignment will be addressed with SS

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No public comments on items in closed session

Adjourn to close session at 7:35pm.

IX. ADJOURNMENT TO CLOSED SESSION (15 min.)

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

- 1.0 Student Discipline
- 2.0 Pending litigation
- 3.0 Administrator Performance Updates
- 4.0 Conference with Negotiations team:
GUTA negotiations update

X. RECONVENE TO OPEN SESSION (if necessary)

Returned to open session at 8:15pm.

XI. ACTION ON ITEMS HEARD IN CLOSED SESSION (if necessary) (5 min.)

Action taken/comments:

Nothing to report out of closes session (no action taken).

Motion _____ Second _____ Vote _____

XII. PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION (if necessary)

XIII. FUTURE BOARD MEETINGS

- A. March 12, 2020 at 5pm
- B. April 9, 2020 at 5pm

XIV. ADJOURNMENT

Adjourned at 8:17pm

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 Dave Rose, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

CONTRACT DOCUMENT REVIEW

District: Gravenstein Union School District

Project: Local Area Network Infrastructure Upgrades RFP for E-Rate Year 22 (2019-20) dated January 20, 2019

Contractor Name: K S Telecom Inc.

Licensed? Yes - License #790922 Expires: 02/28/21
 Date checked: 2/21/20

Contract Amount: \$121,500.00

	X	NAME	LICENSED	BEST RATING
Performance Bond	X	Old Republic Surety Company	Yes	A+ XV
Payment Bond	X	Old Republic Surety Company	Yes	A+ XV
Liability Insurance	X	Ohio Security Insurance Company	Yes	A XV
Auto Insurance	X	American Fire and Casualty Company	Yes	A XV
Umbrella Insurance	X	American Fire and Casualty Company	Yes	A XV
Workers' Comp. Insurance	X	Insurance Company of the West	Yes	A XIII
Endorsed	X			
Builders' Risk	N/A			



Approved as to form: _____

Printed Name: Loren W. Soukup

Date: 2/27/20



GRAVENSTEIN UNION SCHOOL DISTRICT

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

Board of Trustees
Steve Schwartz, Board President
Gregory Appling, Board Clerk
Jim Horn, Member
Alexander Kahn, Member
Jennifer Koelemeijer, Member

March 25, 2019

KS Telecom, Inc.
P.O. Box 330
Penryn, CA. 95663

Attn: Ian Vander Linden

SPIN # 143011131

This letter will confirm the decision of Gravenstein Union School District (District) to purchase Fiber and Station Cabling and MDF/IDF work for Hillcrest Middle School identified in your response to the District's Local Area Network Infrastructure Upgrades RFP for E-Rate Year 22 (2019-2020) dated January 20, 2019. Please refer to the attached KS Telecom, Overall Scope for the project. The total amount of the Fiber and Station Cabling, and MDF/IDF work at Hillcrest Middle School is \$121,500.00.

The procurement of the Fiber and Station Cabling and MDF/IDF work identified in the Overall Scope for the project for Hillcrest Middle School is dependent upon for following conditions:

- Final approval of the 2019-2020 fiscal budget for Gravenstein Union School District
- Receipt of E-Rate Funding Commitment Decision Letter approving funding for this project
- Entering in a standard District Contract and General Conditions

The period covered for this award is for E-Rate Funding Year 2019-2020, starting as early as July 1, 2019 and ending September 30, 2020 or later, depending upon timing of District receipt of E-Rate Funding Commitment.

To accept these terms and conditions, please sign below and return by email to rich@aagjconsulting.com.

We look forward to working with KS Telecom in acquiring these services.

Vendor Agreement, KS Telecom

By: _____

Name: Ian Vander Linden

Title: Vice President of Sales

Date: _____

Sincerely,

Steve Schwartz
Board President
Gravenstein Union School District



Funding Commitment Decision Letter

Funding Year 2019

Contact Information:

Rich Tunheim
GRAVENSTEIN UN ELEM SCH DIST
3840 TWIG AVE
SEBASTOPOL, CA 95472
tunheim@sonic.net

FCC Form 471: 191038080

BEN: 144484

Wave: 33

Application Nickname: Gravenstein 2019.20 C2

Totals

Total Committed	\$45,080.00
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What is in this letter?

Thank you for submitting your application for **Funding Year 2019 Schools and Libraries Program (E-rate) funding**. Attached to this letter, you will find the funding statuses for the FCC Form(s) 471, Services Ordered and Certification Form, that you submitted and referenced above.

The Universal Service Administrative Company (USAC) is sending this information to both the associated applicant(s) and the service provider(s) so that you can work together to complete the funding process.

Next Steps

1. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying the full cost for the services you receive.
2. Review the [Children's Internet Protection Act \(CIPA\)](#) requirements and file the [FCC Form 486](#) (Service Confirmation and CIPA Certification Form). **The deadline to submit this form is 120 days from the date of this letter or from the service start date (whichever is later).**
3. Invoice USAC



BEN Name: GRAVENSTEIN UN ELEM SCH DIST
BEN: 144484

FCC Form 471: 191038080
Wave: 33

- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#); the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
- **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
- **To receive an invoice deadline extension, the applicant or service provider must request an extension on or before the last date to invoice. If you anticipate, for any reason, that invoices cannot be filed on time, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.**

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC,** visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules,** please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System \(ECFS\)](#). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).



BEN Name: GRAVENSTEIN UN ELEM SCH DIST
BEN: 144484

FCC Form 471: 191038080
Wave: 33

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake to assure that committed funds are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction of USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



BEN Name: GRAVENSTEIN UN ELEM SCH DIST
BEN: 144484

FCC Form 471: 191038080
Wave: 33

Funding Commitment Decision Overview

Funding Year 2019

Application Comments for FCC Form 471: #191038080

The Name associated with the Entity Number 111017 has been changed from HILLCREST ELEMENTARY SCHOOL to HILLCREST MIDDLE SCHOOL in accordance with applicant supplied documentation.

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
1999069271	K S Telecom, Inc.	\$45,080.00	\$45,080.00	Funded



BEN Name: GRAVENSTEIN UN ELEM SCH DIST
BEN: 144484

FCC Form 471: 191038080
Wave: 33

FRN 1999069271	Service Type Internal Connections	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$112,700.00
Total Pre-discount Charges		\$112,700.00	
Discount Rate		40.00%	
Committed Amount		\$45,080.00	

Dates	
Service Start Date	7/1/2019
Contract Expiration Date	9/30/2020
Contract Award Date	3/25/2019
Service Delivery Deadline	9/30/2020
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	K S Telecom, Inc.
SPIN (498ID)	143011131
Contract Number	
Account Number	
Establishing FCC Form 470	190017505

Consultant Information	
Consultant Name	Rich Tunheim
Consultant's Employer	AARRESTAD-GJERVIK CONSULTING
CRN	16062621

Funding Commitment Decision Comments

MR1: The Product Type for FRN Line Item 003, 004, 005, 006, 007, and 008 was modified from Connectors to Racks to agree with the applicant documentation. <><><><> MR2: The Product Type for FRN Line Item 011 and 012 was modified from Connectors to Fees to agree with the applicant documentation. <><><><> MR3: The Product Type for FRN Line Item 010 and 018 was modified from Connectors to Miscellaneous to agree with the applicant documentation. <><><><> MR4: The Product Type for FRN Line Item 030 was modified from Installation to Racks to agree with the applicant documentation. <><><><> MR5: The Product Type for FRN Line Item 031 was modified from Cabling to Racks to agree with the applicant documentation. <><><><> MR6: The Product Type



BEN Name: GRAVENSTEIN UN ELEM SCH DIST
BEN: 144484

FCC Form 471: 191038080
Wave: 33

for FRN Line Item 033, 034, 035, 037 and 038 was modified from Connectors to Cabling to agree with the applicant documentation. <><><><><> MR7: The Product Type for FRN Line Item 039 was modified from Connectors to Installation to agree with the applicant documentation. <><><><><> MR8: Based on the applicant's request, 111017-HILLCREST MIDDLE SCHOOL's Category Two Cost-Allocation was re-allocated to the following entity in the following amounts:1111018-Gravenstein Elementary School \$32,777.73.

CONTRACT

This Contract ("Contract") is made by and between the Gravenstein Union School District ("District"), and K S Telecom, Inc. ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: Local Area Network Infrastructure Upgrades RFP for E-Rate Year 22 (2019-20), dated January 20, 2019.

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any supplemental conditions, the Technical Specifications, the Drawings, and the Board approved RFP.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500.00), which shall be paid to the Contractor according to the Contract Documents. \$45,080 will be billed directly to E-Rate, and a purchase order will be generated for the balance of the project, which totals \$76,420.

4. Prevailing Wages

This Project is subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. If this Contract is for a public works project over \$25,000 or for a maintenance project over \$15,000, Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq.*


5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of 90 calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$ 0 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.



District

K S Telecom Inc.

Contractor

790922 02/28/2021

Contractor License No. and Expiration Date

Resolution No.
Board Agenda Item VIII, E
Date: 3/12/2020

By: 

Individual Signature

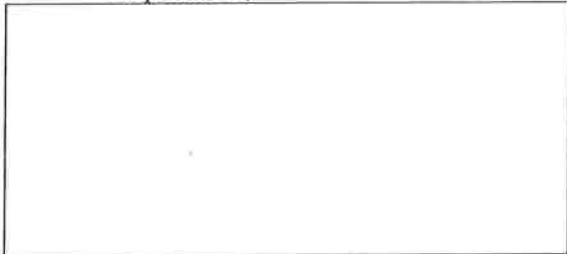
V.P. of Operations

Title

02/21/2020

Date

If Corporation, Place Seal Below.



For: K S Telecom Inc.

Corporation or Partnership

GENERAL CONDITIONS TO CONTRACT

1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in scope of work as described in Alternates is accepted by the District.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. If no architect or engineer has in fact been designated, then the matter shall be referred to the District Superintendent.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

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.

DSA: The State of California Division of the State Architect.

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.

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

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor regarding the Project.

2. ARCHITECT

The Architect is responsible for the overall design of the Project.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, and the Technical Specifications, the Drawings. 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 Architect for appropriate action before submittal of the bid. 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 Notice Inviting Bids. 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.

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular, 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.
- d. 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. 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.

6. 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 architect, engineer, inspector or DSA 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 that is acceptable. Also, 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.

7. 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 perform the duties and shall submit Verified Reports as required by Title 24, California Code of Regulations (“CCR”).
- c. 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.

8. 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 bid 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.

9. PERFORMANCE AND PAYMENT BONDS

- a. If this amount specified in the Notice of Award is \$25,000 or more, as directed in the Notice of Award, 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 and on bonds accompanying bids shall 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 Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.
- 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 upon the bid bond, 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.

10. 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. On a case-by-case basis, the District may accept insurance written by a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guides' latest edition. Required documentation of such insurance shall be furnished to the District within the time stated in the Notice of Award. 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 \$ _____ 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).

___ 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 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 Unified 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 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.

11. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of Code of Regulations Title 24, the applicable Building Codes, 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.

12. PERMITS AND TAXES

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 pay for all applicable taxes on materials and equipment.

13. 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 Bid.

14. 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 take extraordinary care to prevent fires.

15. 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.

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.

16. TEMPORARY FACILITIES

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.

17. 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.

18. 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 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.

19. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Architect and 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.

20. 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. 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 Architect and 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.
- 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 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.

21. LIQUIDATED DAMAGES

- a. The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, 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 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.

- b. Any money due or to become due the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those 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 or other delay damages as set forth in this section.

22. 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. Termination or Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or 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 termination or 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 of Contractor's lost profits and other damages resulting from the termination or suspension for convenience.

23. 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.

24. 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 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.
- c. 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.

25. 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.

26. 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. 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 ninety-five (95) percent of the approved estimate, unless a different retention amount is stated in the notice inviting bids, in which case that sum shall control. 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.

c. Final Payment:

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.

d. 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.

e. 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.

f. 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.

gi. 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.

27. 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 40, 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.
- (b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.
- (c) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue an exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

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

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

c. Unit Prices, Schedule of Values, or Allowances:

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original bid include all costs and no addition of any description will be allowed.

d. Time and Materials:

If it is impractical, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

- 1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
- 2) Material, including sales taxes and other taxes pertaining to materials.
- 3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
- 4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.

- 5) The proportionate cost of premiums on bonds computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor's overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. Oral Modifications:

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

28. INDEMNITY

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

29. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

30. GUARANTEE AND WARRANTY

- a. By signing this Contract, Contractor agrees to the following guarantee and warranty:

Guarantee & Warranty

Contractor hereby guarantees and warrants its work on the Project for a period of one (1) year from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs

31. SUBSTITUTIONS charges as well.

- a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Architect to make a thorough evaluation of the proposed substitution. The Architect's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.
- b. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting

from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

32. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost of review time and analysis by the Architect or other District consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.
- b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.

33. CLEANUP

- a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

34. INSTRUCTIONS AND MANUALS

Three copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor.

35. AS-BUILT DRAWINGS

The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect for review and approval within thirty (30) calendar days after District's notice of completion. District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

36. SUBSTITUTION OF SECURITIES

- a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial owner of the securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.
- b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.
- c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code §22300 and shall be subject to approval by District's counsel.

37. LABOR STANDARDS

The Contractor shall comply with the Labor Code as it pertains to this project. In accordance with Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code §1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

Contractor shall comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 *et. seq.* with regard to apprentices, each of which is incorporated by reference into this Contract.

As required by Labor Code §1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers.

38. PROJECT COMPLETION

- a. When all of the work to be performed under this Contract has been fully completed, the Contractor shall notify the Architect and District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the Architect will prepare a list of items ("punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.
- b. The Architect will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District's satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.
- c. District reserves the right to occupy buildings and/or portions of the site at any time before Completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle Contractor to any additional compensation due to such occupancy, or affect in any way or amount Contractor's obligation to pay liquidated damages for failure to complete the Project on time.

39. TRENCHING OR OTHER EXCAVATIONS

- a. Excavations or Trenches Deeper than Four Feet:

If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- 1) The Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District if the Contractor finds any of the following conditions:
 - (a) Material that the Contractor believes may be a hazardous waste, as defined in §25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (b) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (c) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which the Contractor generally performs.
- 2) In the event that the Contractor notifies the District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c), above, the District shall promptly investigate the condition(s). If the District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect the Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a change order in accordance with the procedures set forth in this Contract.
- 3) In the event that a dispute arises between the District and the Contractor regarding any of the matters specified in Paragraph (2), above, the Contractor shall proceed with all work to be performed under the Contract and the Contractor shall not be excused from completing the Project as provided in the Contract. In performing the work pursuant to this Paragraph, the Contractor retains all rights provided by Article 40 which pertains to the resolution of disputes between the contracting parties.
- b. Regional Notification Center: The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center.

c. Existing Utility Lines:

- 1) Pursuant to Government Code §4215, the District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and

facilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the plans and Specifications.

- 2) Locations of existing utilities provided by the District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so.
- 3) No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Project. Nothing in this section shall be deemed to require the District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunklines, whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- 4) If Contractor, while performing work under this Contract, discovers utility facilities not identified by the District in the Project plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

d. Trenches Five Feet and Deeper:

Pursuant to Labor Code §6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

40. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Public work claims of \$375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code ("Article 1.5 claim"). For purposes of Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided

for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the District.

- b. All Article 1.5 claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 ("50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000 - 375,000 claim"). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- c. Within 15 days of receipt of the District's response, if Contractor disputes the District's written response, or within 15 days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by District within 30 days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- e. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

- f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §§20104.4 (b)(1) through (b)(3).
- g. For any claim in excess of \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.

Claims shall also be processed consistent with Public Contract Code section 9204, which provides processing timelines and procedures, and requires that undisputed claims be promptly paid in accordance with this code provision.

- h. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- i. "The date of Final Payment," as used in this Article 40, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.
- j. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

41. FINGERPRINTING

(Applies to K-12 districts only.)

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees (which includes Subcontractor employees):

 X are subject to the requirements of Education Code §45125.2 and Paragraph (a) below, is applicable.

 are not subject to the requirements of Education Code §45125.2, and Paragraph (b) below, is applicable.

- a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school

facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code §45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- b. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

42. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

- 1) Contractor is aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.
- 2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
 - a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for a violation of the prohibition;
 - b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;

- (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Contractor in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.
- 3) Contractor understands that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§ 8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§ 8350, et seq.

43. OTHER PROVISIONS

- a. This contract is / is not subject to Disabled Veteran Business Enterprise requirements. If this contract is subject to those requirements, the following apply:
- 1) In accordance with Education Code §17076.11, this District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DBVE in conjunction with the Contract, so that the District can assess its success at meeting this goal.
 - 2) The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the Contract.

b. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.

c) 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.

44. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction.

45. GENERAL PROVISIONS

a. Assignment and Successors:

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:

There are no intended third party beneficiaries to the Contract.

c. Choice of Law and Venue

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. Severability

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.



Bond # WCN-5422181
Premium: \$1,095.00

PERFORMANCE BOND

The American Institute of Architects,
AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
K S TELECOM, INC.

P. O. Box 330
Penryn, CA 95663
CONSTRUCTION CONTRACT

Date: 02/21/2020
Amount: \$121,500.00

Description (Name and Location) Local Area Network Infrastructure Upgrades RFP for E Rate Year 22 (2019-20)

OWNER (Name and Address):
GRAVENSTEIN UNION SCHOOL DISTRICT
3840 Twig Avenue

Sebastopol, CA 95472
SURETY (Name and Principal Place of Business):
Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201 1635

BOND

Date (Not earlier than Construction Contract Date): 03/24/2020

Amount: \$121,500.00

Modifications to this Bond:

None See Page 2

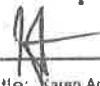
CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
K S TELECOM, INC.

Signature: 
Name and Title:

SURETY

Company: (Corporate Seal)
Old Republic Surety Company

Signature: 
Name and Title: Karen Amin, Attorney-in-Fact

(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER: ALLIANT INSURANCE SERVICES, INC.
641 S. Ham Ln., Ste. B, Lodi, CA 95242

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

- 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
- 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

- 4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or
- 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

<p>CONTRACTOR AS PRINCIPAL Company: _____</p> <p>Address: _____</p> <p>Name and Title: _____</p> <p>Signature: _____</p>	<p>(Corporate Seal)</p>	<p>SURETY Company: _____</p> <p>Address: _____</p> <p>Name and Title: _____</p> <p>Signature: _____</p>	<p>(Corporate Seal)</p>
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ACKNOWLEDGMENT

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 San Joaquin

On February 24, 2020 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin
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 Jennifer Loper (Seal)





Bond # WCN-5422181
Premium: Included in Conjunction with
Performance Bond

PAYMENT BOND

The American Institute of Architects, AIA Document No. A312
(December, 1984 Edition). Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

K S TELECOM, INC.
P. O. Box 330
Penryn, CA 95663

SURETY (Name and Principal Place of Business):

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635

OWNER (Name and Address):

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 Twig Avenue
Sebastopol, CA 95472

CONSTRUCTION CONTRACT

Date: 02/21/2020
Amount: \$121,500.00
Description (Name and Location): Local Area Network Infrastructure Upgrades RFP for E-Rate Year 22 (2019-20)

BOND

Date (Not earlier than Construction Contract Date): 02/24/2020
Amount: \$121,500.00
Modifications to this Bond: None See Page 2

CONTRACTOR AS PRINCIPAL

Company:
K S TELECOM, INC.

(Corporate Seal)

SURETY

Company:
Old Republic Surety Company

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title: Karen Amin, Attorney-in-Fact

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: ALLIANT INSURANCE SERVICES, INC.
641 S. Ham Ln., Ste. B, Lodi, CA 95242

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:
1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2 Have either received a rejection in whole or in part from the Contractor or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly, and

3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance

6 When the Claimant has satisfied the conditions of Paragraph 4 the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

(Corporate Seal)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

ACKNOWLEDGMENT

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 San Joaquin)

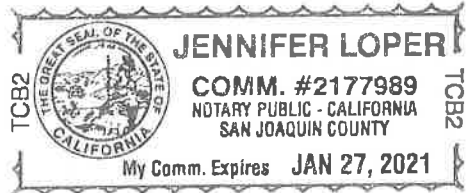
On February 24, 2020 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin
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 Jennifer Loper (Seal)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID SCHNAPP, DANIEL M. CONNOLLY, KAREN AMIN, JENNIFER LOPER, OF LODI, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of JANUARY, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of JANUARY, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-1112



Signed and sealed at the City of Brookfield, WI this 24th day of February, 2020

Karen J. Haffner

Assistant Secretary

ALLIANT INSURANCE SERVICES INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID



OPERATIONS & MAINTENANCE AGREEMENT

<p>Sunworks United, Inc. Name and Title for Notices: Dana Cole Director of O&M</p> <p>Solar United Network Inc. 1030 Winding Creek Rd. Suite 100 Roseville, CA 95678 Phone: 916-409-6900 Fax: 916- 783-2275</p>	<p>Gravenstein Union School District Name and Title for Notices: Dave Rose Superintendent</p> <p>Gravenstein Union School District 3840 Twig Ave Sebastopol, CA 95472 Phone 707- 823-7008</p>
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This Operations and Maintenance Agreement (this "Agreement") is entered into as of March 6, 2020 (the "Effective Date") between Sunworks United, Inc. ("Sunworks" or "Operator") and Gravenstein Union School District ("District" or "Owner"). District hereby engages Sunworks and Sunworks hereby accepts such engagement to perform certain maintenance services for the system or systems identified in Exhibit A hereof (the "System"), located on the site(s) described in Exhibit A hereof (the "Site(s)") in accordance with the terms and conditions set forth below. Therefore, in consideration of the promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sunworks and District (each a "Party" and together, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of this Agreement is specified Exhibit A attached hereto (the "**Term**"), unless sooner terminated in accordance with the provisions hereof. Except as provided herein, this Agreement may be extended or renewed only upon mutual agreement by the Parties.

Performance Guarantee. The performance guarantee is specified Exhibit B attached hereto the Agreement. Except as provided herein, this Agreement may be extended or renewed only upon mutual agreement by the parties.

2. **Services.**

(a) System Services.

- i. Throughout the Term of this Agreement, Operator shall provide the system services as set forth in Exhibit A of this Agreement (collectively, the "**System Services**").
- ii. Operator shall perform an Annual Energy Production Evaluation for each System.
- iii. Sunworks shall perform the System Services in a safe, efficient and environmentally reasonable manner so as to maintain the Systems in good operating and mechanical condition in accordance with this Agreement and (i) all applicable laws and permits, (ii) all applicable express warranties and guaranties provided by manufacturers and suppliers and (iii) in a commercially reasonable manner so as to ensure the continual operation of the Systems in accordance with industry standards photovoltaic solar projects in California.
- iv. System Services may require the use of a drone or similar piece of equipment for inspection purposes and as such, Owner shall allow the Operator to use this equipment given that Operator personnel and agents provide 48 hours written notice prior to

the use of such equipment on any Sites.

- v. All periodic maintenance and inspection services shall be performed at regular intervals as described in Exhibit A.
- vi. All maintenance and inspection services shall be performed by qualified technical personnel in accordance with the Systems' operation and maintenance manuals.
- vii. Operator personnel and agents will provide 48 hours written notice prior to arrival to complete System Services and will check-in at school offices during school hours prior to beginning Work.
- viii. Repair of damaged/vandalized Systems shall be performed by Operator, as directed by Owner in writing, at the rates specified in Exhibit C.

Any other Owner requested services not defined in this Agreement shall be billed at the rates specified in Exhibit C on a time and materials basis.

(b) Additional Services. Throughout the Term, Sunworks shall perform and provide all the additional services selected by District as specified in Exhibit A (the "**Additional Services**"), and together with System Services, the "**Subscription Services**").

(c) Transactional Services. In addition to the Subscription Services, Sunworks may, throughout the Term, provide services not included in the Subscription Services on a transactional basis in accordance with the rate table set forth in Exhibit C ("**Transactional Services**"), and together with the Subscription Services, the "**Services**"). In the event District requests that Sunworks provide Transactional Services or Sunworks recommends that Transactional Services be provided in connection with the System, Sunworks and



District shall discuss the scope of such Transactional Services and District shall execute a purchase order for such Transactional Services. Sunworks shall have no obligation to perform Transactional Services hereunder until a purchase order with respect thereto shall have been executed by District. For the avoidance of doubt, in the terms of this Agreement shall govern the provision of any such Transactional Services.

(d) Emergency. If Sunworks or District learns of an event occurring at the Site(s) or any adjoining property related to the provision by Sunworks of the Services that poses actual or imminent risk of serious personal injury to any person or material physical damage to the System or to the interconnection facilities (an "Emergency"), each Party shall immediately notify the other Party thereof and District and Sunworks shall jointly attempt to formulate a response. If an Emergency exists, Sunworks may, in the good faith determination of Sunworks, take immediate preventative or remedial action as may be necessary to ensure the (i) continued operation of the System and (ii) safety of personnel and property at the Site(s). All such remedial or preventative actions shall be deemed Transactional Services approved hereunder and District shall issue a purchase order for such Transactional Services as soon as practicable.

3. Commencement of the System Services. Sunworks is to commence provision of the System Services upon notice from Sunworks to District, which notice shall be delivered no later than the final completion date of the System (as such event is contemplated in the equipment, procurement and construction agreement between District and Sunworks) (the "Commencement Date").

4. Compensation. District shall pay annually in advance, commencing on the Commencement Date hereof and on each anniversary of the Commencement Date, the Subscription Services Fee set forth in Exhibit A (the "Subscription Services Fee"). All Transactional Services performed hereunder shall be billed monthly in arrears for the Transactional Service performed during the previous month. District shall pay all amounts invoiced hereunder within thirty (30) days from the invoice date. In addition to any interest due on unpaid amounts hereunder and to any other right or remedy available to Sunworks hereunder, District shall pay District all reasonable attorney's fees and costs associated with the collection by District of any amounts due hereunder.

5. Taxes. Sunworks shall invoice District separately for any sales, use or ad valorem taxes or other governmental taxes or fees imposed by any governmental authority in connection with the Services performed hereunder.

6. Termination.

(a) Termination Without Cause. District may terminate this Agreement, without cause, by giving Sunworks at least 90 days prior written notice.

(b) Termination For Cause. If either Party hereunder defaults in the performance of any obligation hereunder and said default is not cured within 30 days after written notice thereof (the "Cure Period"), the non-defaulting Party may terminate this Agreement for cause upon 10 days' notice following such Cure Period; provided, that if the default cannot reasonably be remedied within such Cure Period and the defaulting Party exercises diligent efforts to cure such

default, the defaulting Party shall be afforded additional time to cure such default as may be reasonably required.

(c) Termination for Non-Payment. Notwithstanding the provisions of Section 6(b) above, if District fails to pay any undisputed amounts due hereunder Sunworks may (i) suspend the provision of Services hereunder within three days after notice thereof to District and (ii) terminate this Agreement for non-payment upon notice to District if such failure remains uncured for 10 days following notice thereof.

(d) Termination Without Notice. Notwithstanding any provisions of this Section 6 to the contrary, this Agreement shall terminate immediately and without the requirement for notice to be given, upon (i) the dissolution or termination of the corporate or partnership existence of a Party or (ii) the bankruptcy, insolvency, receivership, or assignment for the benefit of the creditors of a Party, or any general partner of such Party.

(e) Consequences of Termination. Termination of this Agreement shall not affect any rights or obligations between the Parties accruing prior to the date of such termination or which expressly or by implication are intended to survive termination. If either Party terminates this Agreement pursuant to this Section 6, District shall pay Sunworks for all satisfactorily performed Transactional Services prior to the effective date of such termination and Sunworks shall return to District the proportionate share of the Subscription Services Fee paid by District for the portion of the Term remaining following the effective date of such termination

7. Manner of Sunworks' Performance. In performing and providing the Services, Sunworks shall use its commercially reasonable efforts to (i) comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including, without limitation, obtaining and maintaining all requisite permits and licenses pertaining to the Services and (ii) take all reasonable measures to avoid injury to any person or property and to minimize interference with District's activities at the Site(s). All persons employed, contracted or otherwise utilized by Sunworks in performing or providing the Services shall be fully qualified and skilled in their trade.

The Services are subject to prevailing wage requirements and Sunworks and its subcontractors are required to pay all workers employed for the performance of this Agreement no less than the applicable prevailing wage rate for each such worker. If this Agreement is for a public works project over \$25,000 or for a maintenance project over \$15,000, Sunworks acknowledges that the Services are subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq.*

Sunworks shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>. It is Sunworks responsibility to determine any rate change.



8. Access To Site(s). On each date of Service with respect to any District Site(s) and for so long as any Services are provided by Sunworks hereunder, District shall enable Sunworks or any of its subcontractors or agents to gain free, unobstructed, access to the Site(s) for the purpose of performing the Services hereunder and shall keep the Site(s) free and clear from any encumbrances, obstructions or hazardous materials.

Services to be performed on an operating school Site shall be coordinated in advance with the District to minimize any disruption of scheduled activities on said Site. Sunworks shall take such preventative measures necessary to ensure compliance with California Education Code 45125.2.

9. Warranty.

(a) Service Warranty. Sunworks warrants for a period of one year from the date of performance of any specific Service hereunder (the "**Warranty Period**"), that such Services shall be performed in a good and workmanlike manner in accordance with industry practices generally acceptable in the location in which such Services are provided and all requirements of law (the "**Service Warranty**").

(b) Exclusive and Limited Remedies. Provided Sunworks is notified of a defect covered by the Service Warranty within the Warranty Period, Sunworks shall, at its option and its sole cost and expense, either repair, replace or re-perform any such non-conforming services. Such repair, replacement and/or re-performance constitutes District's sole and exclusive remedy for any breach of the Services Warranty and shall not extend the Warranty Period.

(c) Limitation and Exclusion of Warranties. THE SERVICES WARRANTY SET FORTH IN THIS SECTION 9 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS SECTION 9 WITH RESPECT TO THE SERVICES WHETHER THE CLAIMS OF DISTRICT ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Sunworks shall not be liable for breach of the Services Warranty to the extent such breach arises from: (i) modifications, alterations or repairs to the System not performed by Sunworks; (ii) nonconformities to the extent caused by the System not being operated by District or any third party in accordance with any manuals and revisions thereto (including the replacement of worn or failed parts); or (iii) any damage to the System caused by accident, vandalism, malicious mischief, theft or attempted theft or any other Force Majeure Event (as defined below).

10. Indemnification. Each Party shall protect, defend, indemnify and hold harmless the other Party and its affiliates, officers, employees, partners, members, successors and assigns from and against any and all claims, liabilities, loss, costs, or damages, including court costs and attorneys' fees arising out of or resulting from any claim by any third party for personal injury (including

death) or damage to property caused by the gross negligence, fraud or willful misconduct of the indemnifying Party.

11. Insurance.

(a) Sunworks shall obtain and maintain throughout the Term, at its sole cost and expense, the insurance coverage described in the Insurance Annex attached hereto.

(b) District shall be responsible for purchasing and maintaining the District's usual liability insurance. Additionally, District shall, during the Term, carry and maintain, or cause to be carried and maintained, at its own expense, "All Risk" property insurance coverage for the System against the risk of physical loss or damage from whatever cause, including mechanical and electrical breakdown coverage during the term of this Agreement, subject to normal policy exclusions, but including, however, coverage for resultant loss or damage arising from faulty materials, workmanship, service or design that limits the non-covered costs to those costs incurred to improve the original materials, workmanship or design (such coverage being equivalent to LEG 3 coverage). **District shall waive rights of subrogation for those damages caused by fire or other causes of loss covered by the property insurer, and the property policy shall be endorsed to provide a waiver of subrogation in favor of Sunworks.** Such insurance policy or policies shall be in an amount at least equivalent to 100% of the full replacement cost of the System (the "**Coverage Amount**"), and shall provide replacement cost coverage, as well as coverage for removal of debris.

12. LIMITATION ON LIABILITY.

(a) CONSEQUENTIAL DAMAGES. IN NO EVENT WILL SUNWORKS OR ANY OF ITS AFFILIATES EMPLOYEES OR CONTRACTORS BE LIABLE TO DISTRICT OR ANY OF ITS AFFILIATES OR EMPLOYEES OR TO ANY THIRD PARTY FOR (I) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, OR (II) FOR ANY OTHER REASON, EVEN IF DISTRICT ADVISES SUNWORKS OF THE POSSIBILITY OF THIS LOSS OR DAMAGE.

(b) LIABILITY CAP. IN NO EVENT SHALL SUNWORKS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ANY APPLICABLE AMOUNT OF INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

13. Assignment; Successors and Assigns. Each Party's rights, duties and obligations under this Agreement shall not be assigned without the prior written consent of the other Party; provided, however, that Sunworks may assign this Agreement to affiliates of Sunworks without the prior written consent of District. Notwithstanding anything to the contrary herein, Sunworks may delegate its duties hereunder to its subcontractors, provided that Sunworks shall continue to be primarily responsible for all of its obligations hereunder.

14. Notices. All notices, demands and consents provided for in this Agreement shall be in writing and shall be given to District or Sunworks at the addresses specified on the signature page, or at such other address and/or to the attention of such other person as they individually may specify thereafter in writing. Such notice or other communication shall be: (a) mailed by United States registered or certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office and be deemed given on the third (3rd) business day following such deposit; (b) sent by reputable overnight carrier (e.g., Federal Express, UPS, DHL, Purolator) and be deemed given when delivered to such carrier; (c) sent by facsimile and be deemed given on the date sent; or (d) delivered by hand and be deemed given on the date delivered.

15. Force Majeure. Other than with respect to failure to make payments due under this Agreement, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, wind, flood, water, the elements, acts of God, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, unavailability of transportation or acts or omissions of third parties (any such event, a "**Force Majeure Event**"). If the performance of Services by Sunworks is delayed due to inclement weather or other cause or circumstance beyond Sunworks' control, Sunworks shall be excused from its obligation to perform the Services and such performance shall be rescheduled to a future date.

(a) Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by each of the Parties hereto in writing.

16. Complete Agreement. This Agreement constitutes the entire agreement between District and Sunworks as to the matters set forth herein, and any and all previous agreements (written or oral) entered into between the Parties hereto with respect to the matters set forth herein shall be deemed merged herewith. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

18. Severability. If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and this Agreement shall be enforced to the greatest extent permitted by law.

19. Independent Contractor. Sunworks shall perform the Services hereunder as an independent contractor and not as an agent or employee of District, its parent, subsidiaries or affiliates.

20. Law and Venue. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California without regard to conflicts of law provisions that would mandate that application of the laws of another jurisdiction. Any litigation between the parties shall be conducted exclusively in the state or federal courts in the State of California, and each Party

hereby unconditionally submits to the exclusive jurisdiction of such courts.

21. Dispute Resolution. If disputes or disagreements arise related to this Agreement, Owner and Operator each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services. Owner and Operator will first attempt to resolve disputes or disagreements through discussions between their respective representatives.



SUNWORKS CORPORATION, SYSTEMS

GRAVENSTEIN UNION SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Address for Notices:

Sunworks
1030 Winding Creek Rd. Suite 100
Roseville, CA 95678

Gravenstein Union School District
3840 Twig Ave
Sebastopol, CA 95472

INSURANCE ANNEX

1. Commercial General Liability in the minimum amount of \$1,000,000 combined single limit (which may be satisfied by Sunworks' obtaining primary coverage in an amount not less than \$1,000,000 per occurrence and umbrella coverage in an amount equal to the difference between \$1,000,000 and the amount of such primary liability coverage), and \$2,000,000 in aggregate, including (a) broad form contractual liability coverage (which shall also expressly cover and designate the Sunworks' indemnity obligations in Section 10)¹, (b) explosion, collapse and underground property damage (as necessary) and (c) products/completed operations;

2. Comprehensive Automobile Liability in the minimum amount of \$1,000,000 combined single limit, including owned, hired and non-owned vehicles;

3. Excess Liability in the minimum amount of \$1,000,000 over \$1,000,000 which shall be in excess of the primary coverage referred to in clauses 1 and 2 above; and

4. Workers' Compensation in the minimum amount required by statute and Employers' Liability with minimum limit of \$500,000 or as required by law.

The insurance described in clauses 1 and 2 above shall only respond to any allegation, claim, loss, damage, demand or judgment or other cause of action arising out of the obligations of Sunworks under this Agreement and shall be primary in connection therewith. All insurance to be obtained by Sunworks shall be in form and substance satisfactory to District, shall name District as an additional insured and shall be issued by insurers with a Best rating of A:VI or better (unless, in each instance, District has given Sunworks prior written approval of an insurer with a lower rating). Sunworks shall provide District with certificates evidencing all insurance coverage required by this Insurance Annex within five days from the date of this Agreement. Sunworks shall provide District with evidence satisfactory to District that such policies and bond have been renewed not less than 30 days prior to the scheduled expiration date thereof. District will not reimburse Sunworks for Sunworks' cost of such insurance or bond or for any and all coverage that Sunworks obtains for its own account or any coverage above District's requirements.

Exhibit A

1. Site Locations:	Gravenstein Elementary 3840 Twig Ave Sebastopol, CA 95472 Hillcrest Middle School 725 Bloomfield Rd Sebastopol, CA 95472
2. Description of Systems:	Gravenstein Elementary School 71.4 kW Roof mount, 193 – Modules Hillcrest Middle School 102.1 kW Canopy mount, 276 – Modules
3. Subscription Services: ²	a. Two panel cleanings per year minimum, more if required to maintain performance within 5% of design b. Vegetation management at a minimum annually, but more frequently as required c. Annual Pest Control: identify intrusions, eliminate infestations, perform action to prevent future infestations d. Required manufacturer's inspections, testing and routine service, as specified by manufacturers. This includes a written report. e. One preventative maintenance inspection and testing per year, including written report f. Corrective and Reactive Maintenance, as needed, including written reports g. Warranty Administration, as needed, including written reports h. Monitoring on business days

<p>4. Annual services:</p>	<ol style="list-style-type: none"> 1. Visual inspection to identify any shading concerns 2. Visual inspection to ensure penetrations are watertight, if applicable 3. Confirmation that system electrical closures are secured with locks and have restrictive access 4. Inspect modules for defects, including burn marks, discoloration, delamination, cracked glass 5. Inspect racking system for rust, corrosion, sagging, missing or broken clips or bolts 6. Inspect conduits for proper support and expansion where necessary 7. Open combiner boxes and check torque marks on lugs 8. Open disconnects and inspect for corrosion and damage 9. Inspect combiner boxes and disconnects for water ingress and debris; clean and seal where necessary 10. Verify weather sensor placements and cleanliness 11. Verify torque settings for major equipment such as structures, inverters, modules and BOS 12. Voltage and current testing at inverter and string level 13. Sensor calibration 14. Ambient and back of cell temperatures recorded 15. Irradiance measured and recorded 16. Verify code-compliant safety signage 17. Module thermography and IV-curve tracing available for diagnosis, as necessary <p><u>Non-exhaustive list of services NOT included in System Services:</u></p> <ol style="list-style-type: none"> 1. OEM parts, spare parts and special order materials 2. Maintenance of medium voltage equipment such as transformers, switchgear and utility metering, unless originally installed by Sunworks 3. System training 4. Engineering service 5. Roof cleaning 6. Security services 7. Inverter repair, unless covered under warranty, in which case Sunworks shall assist customer in obtaining warranty service by manufacturer
<p>5. Reporting Requirements</p>	<p>1.2. Annual Reports and Meeting</p> <p>Throughout the Term, Operator shall furnish to Owner the annual maintenance/inspection report ("Annual Report") covering all Systems for the 12-month period ending on December 31 of each calendar year. The first reporting period of the Term shall begin upon execution of this Agreement and extend through December 31. The Annual Report shall be submitted within two months</p>

	<p>from the period ending. The Annual Report shall include the following:</p> <ul style="list-style-type: none"> (a) Summary of operations; (b) Weather and energy production data; (c) Calculation of Cumulative Annual Energy Production; (d) System performance data; (e) Reports of any environmental disturbances (e.g. chemical spills); (f) Safety/accident reports; (g) Summary of Additional Services, if any; (h) Maintenance and inspection logs; and (i) Proposal of actions required to be taken by Operator, if any. <p>1.3. Monthly Reports</p> <p>Throughout the Term, Operator shall furnish to Owner the Monthly Energy Production Evaluation in accordance with the procedures in Exhibit C. Monthly report shall include the following:</p> <ul style="list-style-type: none"> (a) Actual Monthly Energy Production (kWh) from remote access to monitoring data. (b) Expected Monthly Energy Production based on weather data from monitoring system. (c) Summary of system operations including any systems offline or system failures. (d) Proposal of actions required to be taken by Operator, if any. 												
<p>6. Proposal for 5- Year Contract, with the option to extend agreement four times, each for an additional five years, for a total of 25 years</p>	<p>O&M Agreement - Initial 5-Year Term</p> <table border="1"> <thead> <tr> <th></th> <th>Gravenstein</th> <th>Hillcrest</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$1,400.00</td> <td>\$2,150.00</td> </tr> <tr> <td>Year 2</td> <td>\$1,442.00</td> <td>\$2,214.50</td> </tr> <tr> <td>Year 3</td> <td>\$1,485.26</td> <td>\$2,280.94</td> </tr> </tbody> </table>		Gravenstein	Hillcrest	Year 1	\$1,400.00	\$2,150.00	Year 2	\$1,442.00	\$2,214.50	Year 3	\$1,485.26	\$2,280.94
	Gravenstein	Hillcrest											
Year 1	\$1,400.00	\$2,150.00											
Year 2	\$1,442.00	\$2,214.50											
Year 3	\$1,485.26	\$2,280.94											

Year 4	\$1,529.82	\$2,349.36
Year 5	\$1,575.71	\$2419.84
Subtotal O&M Agreement - Initial 5-Year Term		
	Gravenstein	Hillcrest
	\$7,432.79	\$11,414.64
O&M Agreement - First Extension		
	Gravenstein	Hillcrest
Year 6	\$1,622.98	\$2,492.44
Year 7	\$1,671.67	\$2,567.21
Year 8	\$1,721.82	\$2,644.23
Year 9	\$1,773.48	\$2,723.56
Year 10	\$1,826.68	\$2,805.26
Subtotal O&M Agreement - First Extension		
	Gravenstein	Hillcrest
	\$8,616.64	\$13,232.70

Exhibit B

Performance Guarantee pricing is listed below
for the entire period of each 5-year Performance Guarantee Term.

Performance Guarantee Cost

	Gravenstein	Hillcrest
Guarantee Cost, Years 1-5	\$500.00	\$500.00
Guarantee Cost, Years 6-10	\$500.00	\$500.00
Subtotal Performance Guarantee Costs	\$1,000.00	\$1,000.00

Guarantee:

1. The guarantee is for 95% of the systems' first year production of 248,900 kWh. Future year production shall be reduced by the degradation rate identified under "Claims," below.

Exclusions:

1. Physical damage & vandalism
2. Manufacturer defects
3. Weather/lack of sun
4. Cost of remediation, parts & labor not covered under warranty
5. Changes in schedule causing delay in project operation
6. Unapproved technician repair/modification
7. Interference of system operation by force majeure
8. Accessibility issues, i.e.: road closures or weather conditions

Conditions:

1. Claims notification procedures and trouble-shooting process
 - a. 24 business hours to identify issue/Alarms dictate response time accordingly
 - b. 48 business hours to notify customer if issue hasn't been resolved on its own
 - c. 48 business hours to schedule site visit with client if not resolved
 - d. 72 business hours to visit site, troubleshoot/assess situation/resolve issue
 - e. 24-72 business hours to provide a report to client following solution/findings
 - f. 72 business hours to revisit site after receiving manufacturer replacement parts
 - g. Standard operating procedures contingencies available on request

2. SunWorks has final authority over performance guarantee claims
3. Performance Guarantee Renewal clause: contingent on active O&M agreement

Limits:

1. Total Aggregate limit: \$100,000.00

Claims:

Claims, if any, will be based upon the total in accumulative production for a period of 5 years. Production losses will be paid at fourteen cents per kWh.

Degradation levels: 0.5%

EXHIBIT C

2018-19 RATE SCHEDULE

Labor Rates: Scheduled Service (\$/hr)	Overtime Rates: Scheduled Service (\$/hr)	Labor Rates: Emergency Calls (\$/hr)	Overtime Rates: Emergency Call (\$/hr)	Dispatch Commitment/ Response Time (hrs)
\$125	\$150	\$150	\$185	48 hrs

**BEFORE THE BOARD OF TRUSTEES OF THE
GRAVENSTEIN UNION SCHOOL DISTRICT
SONOMA COUNTY, CALIFORNIA**

RESOLUTION NO. 200312-01

In the Matter of the Decision)	RESOLUTION TO RELEASE
To Release Temporary)	TEMPORARY CERTIFICATED
<u>Certificated Employees</u>)	EMPLOYEES

WHEREAS, the Board of Trustees is authorized under Education Code section 44954(b) to give, at any time before the end of the current school year, a notice of release for the succeeding school year to any temporary certificated employee who has served during one school year at least seventy-five percent (75%) of the number of days the regular schools of the District are maintained;

WHEREAS, the employees listed in Attachment "A" are temporary certificated employees who have served or will serve during one school year at least seventy-five percent (75%) of the number of days the regular schools of the District are maintained;

WHEREAS, the Board of Trustees has received a recommendation from the District Superintendent or other appropriate District administrator(s) to release the temporary employees listed in Attachment "A"; and

WHEREAS, the Board of Trustees has discussed the recommendation made by the administration and concurs in said recommendation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees determines that the employees listed in Attachment "A" shall be released from employment at the end of the current school year and hereby authorizes the District Superintendent or the Superintendent's designee to give notice, in accordance with the requirements of Education Code section 44954(b), to such

employees of the Board of Trustees' decision to release them. The District Superintendent or the Superintendent's designee is further authorized to take any other actions necessary to effect the intent of this Resolution.

This Resolution was adopted at a meeting of the Board of Trustees of the GRAVENSTEIN UNION SCHOOL DISTRICT held on March 12, 2020.

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Trustees

I, _____, Clerk of the Board of Trustees of this school district, do hereby certify that the foregoing resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on _____, 2020.

Clerk, Board of Trustees

EXHIBIT A

EDUCATION CODE 44954

§ 44954. Release of temporary employees

Governing boards of school districts may release temporary employees requiring certification qualifications under the following circumstances:

(a) At the pleasure of the board prior to serving during one school year at least 75 percent of the number of days the regular schools of the district are maintained.

(b) After serving during one school year the number of days set forth in subdivision (a), if the employee is notified before the end of the school year of the district's decision not to reelect the employee for the next succeeding year.

EDUCATION CODE 44918

§ 44918. Substitute or temporary employee deemed probationary employee; reemployment rights

(a) Any employee classified as a substitute or temporary employee, who serves during one school year for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and has performed the duties normally required of a certificated employee of the school district, shall be deemed to have served a complete school year as a probationary employee if employed as a probationary employee for the following school year.

(b) Any such employee shall be reemployed for the following school year to fill any vacant positions in the school district unless the employee has been released pursuant to subdivision (b) of Section 44954.

(c) If an employee was released pursuant to subdivision (b) of Section 44954 and has nevertheless been retained as a temporary or substitute employee by the district for two consecutive years and that employee has served for at least 75 percent of the number of days the regular schools of the district were maintained in each school year and has performed the duties normally required of a certificated employee of the school district, that employee shall receive first priority if the district fills a vacant position, at the grade level at which the employee served during either of the two years, for the subsequent school year. In the case of a departmentalized program, the employee shall have taught in the subject matter in which the vacant position occurs.

(d) Those employees classified as substitutes, and who are employed to serve in an on-call status to replace absent regular employees on a day-to-day basis shall not be entitled to the benefits of this section.

(e) Permanent and probationary employees subjected to a reduction in force pursuant to Section 44955 shall, during the period of preferred right to reappointment, have prior rights to any vacant position in which they are qualified to serve superior to those rights hereunder afforded to temporary and substitute personnel who have become probationary employees pursuant to this section.

(f) This section shall not apply to any school district in which the average daily attendance is in excess of 400,000.



DRAFT

**Gravenstein Union School District
Management Salary Schedule
2020-21**

	1	2	3	4
	CBO	School Counselor	Elementary Principal	Superintendent
Step	260 Days	183 Days	210 Days	225 Days
1	111,488	70,450	112,064	147,290
2	114,275	71,528	114,227	149,350
3	117,131	72,623	116,390	151,410
4	120,061	73,734	118,553	153,470
5	124,224	74,862	120,716	155,530
6	127,330	76,007	122,879	157,590
7	130,513	77,170	125,042	159,650
8	133,776	78,351	127,205	161,710
9	137,120	79,550	129,368	163,812
10	140,548	80,767	131,531	165,942
11	144,062	81,979	133,694	168,099

Masters Degree: \$1,000

Board Approved:

Effective: 7/1/2020

Revised

Gravenstein Union School District
 Management Salary Schedule
 2019-20

Step	1		2		3		4	
	CBO		School Counselor		Elementary Principal		Superintendent	
	260 Days	Daily Rate	183 Days	Daily Rate	210 Days	Daily Rate	225 Days	Daily Rate
1	108,240	456.71	68,398	\$ 373.76	108,800	\$ 518.10	143,000	\$ 635.56
2	110,946	468.13	69,444	\$ 379.48	110,900	\$ 528.10	145,000	\$ 644.44
3	113,719	479.83	70,507	\$ 385.28	113,000	\$ 538.10	147,000	\$ 653.33
4	116,564	491.83	71,586	\$ 391.18	115,100	\$ 548.10	149,000	\$ 662.22
5	120,605	508.88	72,681	\$ 397.16	117,200	\$ 558.10	151,000	\$ 671.11
6			73,793	\$ 403.24	119,300	\$ 568.10	153,000	\$ 680.00
7			74,922	\$ 409.41	121,400	\$ 578.10	155,000	\$ 688.89
8			76,068	\$ 415.67	123,500	\$ 588.10	157,000	\$ 697.78
9			77,233	\$ 422.04	125,600	\$ 598.10		
10			78,414	\$ 428.49	127,700	\$ 608.10		
11					129,800	\$ 618.10		

Masters Degree: \$1,000

Gravenstein Union School District
 Management Salary Schedule
 2020-21

Step	1		2		3		4	
	CBO		School Counselor		Elementary Principal		Superintendent	
	260 Days	Daily Rate	183 Days	Daily Rate	210 Days	Daily Rate	225 Days	Daily Rate
1	111,488	470.41	70,450	384.97	112,064	533.64	147,290	654.62
2	114,275	482.17	71,528	390.86	114,227	543.94	149,350	663.78
3	117,131	494.22	72,623	396.85	116,390	554.24	151,410	672.93
4	120,061	506.59	73,734	402.92	118,553	564.54	153,470	682.09
5	124,224	524.15	74,862	409.08	120,716	574.84	155,530	691.24
6	127,330	537.26	76,007	415.34	122,879	585.14	157,590	700.40
7	130,513	550.69	77,170	421.69	125,042	595.44	159,650	709.56
8	133,776	564.45	78,351	428.15	127,205	605.74	161,710	718.71
9	137,120	578.57	79,550	434.70	129,368	616.04	163,812	728.05
10	140,548	593.03	80,767	441.35	131,531	626.34	165,942	737.52
11	144,062	607.86	81,979	447.97	133,694	636.64	168,099	747.11

Masters Degree: \$1,000

Gravenstein Union School District
 Management Salary Schedule
 2019-20

Current

Step	1		2		3		4	
	CBO		School Counselor		Elementary Principal		Superintendent	
	260 Days	Daily Rate	183 Days	Daily Rate	210 Days	Daily Rate	225 Days	Daily Rate
1	108,240	456.71	68,398	\$ 373.76	108,800	\$ 518.10	143,000	\$ 635.56
2	110,946	468.13	69,444	\$ 379.48	110,900	\$ 528.10	145,000	\$ 644.44
3	113,719	479.83	70,507	\$ 385.28	113,000	\$ 538.10	147,000	\$ 653.33
4	116,564	491.83	71,586	\$ 391.18	115,100	\$ 548.10	149,000	\$ 662.22
5	120,605	508.88	72,681	\$ 397.16	117,200	\$ 558.10	151,000	\$ 671.11
6			73,793	\$ 403.24	119,300	\$ 568.10	153,000	\$ 680.00
7			74,922	\$ 409.41	121,400	\$ 578.10	155,000	\$ 688.89
8			76,068	\$ 415.67	123,500	\$ 588.10	157,000	\$ 697.78
9			77,233	\$ 422.04	125,600	\$ 598.10		
10			78,414	\$ 428.49	127,700	\$ 608.10		
11					129,800	\$ 618.10		

Masters Degree: \$1,000

Gravenstein Union School District
 Management Salary Schedule
 2020-21

Step	1		2		3		4	
	CBO		School Counselor		Elementary Principal		Superintendent	
	260 Days	Daily Rate	183 Days	Daily Rate	210 Days	Daily Rate	225 Days	Daily Rate
1	111,488	470.41	70,450	384.97	112,064	533.64	147,290	654.62
2	114,275	482.17	71,528	390.86	114,227	543.94	149,350	663.78
3	117,131	494.22	72,623	396.85	116,390	554.24	151,410	672.93
4	120,061	506.59	73,734	402.92	118,553	564.54	153,470	682.09
5	124,224	524.15	74,862	409.08	120,716	574.84	155,530	691.24
6			76,007	415.34	122,879	585.14	157,590	700.40
7			77,170	421.69	125,042	595.44	159,650	709.56
8			78,351	428.15	127,205	605.74	161,710	718.71
9			79,550	434.70	129,368	616.04		
10			80,767	441.35	131,531	626.34		
11					133,694	636.64		

Masters Degree: \$1,000



PresenceLearning

Service Order Form

LEA Name and Contact Information

Name: Gravenstein Elementary

Address: 3840 TWIG AVE SEBASTOPOL, CA

LEA Primary Point of Contact

Name: Dave Rose

Email Address: drose@grav.k12.ca.us

LEA Secondary Point of Contact

Name: Keri Pugno

Email Address: kpugno@grav.k12.ca.us

PresenceLearning Contact Information

Name: Andy Merideth

Email Address: andy.merideth@presencelearning.com

Service Order Form

1. Services

Service	Student Quantity	Service Rate	Service Total
Service License - SLP	35	\$675.00	\$23,625.00
Service License - OT	0	\$675.00	\$0.00
Service License - BMH	0	\$675.00	\$0.00

2. Assessments

Service	Student Quantity	Service Rate	Service Total
SLP Evaluation	0	\$412.90	\$0.00
OT Evaluation	0	\$412.90	\$0.00
BMH Evaluation	0	\$550.90	\$0.00
Assessment Bilingual SLP	0	\$550.90	\$0.00
Screenings by SLP	0	\$55.90	\$0.00
Screenings by OT	0	\$55.90	\$0.00
Screenings by SLP BI	0	\$100.90	\$0.00
Evaluation Review of Records by SLP	0	\$357.90	\$0.00
Evaluation Review of Records by OT	0	\$357.90	\$0.00
Evaluation Review of Records by BMH	0	\$357.90	\$0.00

Service Order Form

Assessments Commitment	2
Minimum Fees Per Service Order	\$23,625.00
Flat Rate Assumptions	Assumed Average Therapy Prescription: 30 minutes Assumed Average Scheduled Group Size: 1.3 students
Document Camera	\$85.00 (each)
Term	March 9, 2020 through June 30, 2020

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the PresenceLearning Master Contract (MC) available at <https://www.presencelearning.com/tc/ca-flat-rate/>, which is incorporated herein by reference. This Service Order and the MC together constitute the entire agreement between PresenceLearning and LEA governing the services and products referenced above (the Agreement), to the exclusion of all other terms. To the extent there is any conflict between this Service Order and the MC, this Service Order shall govern. The signatory below represents that he or she has the authority to bind LEA to the terms of this Agreement. The terms of this Service Order are PresenceLearning confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of March 9, 2020 (Effective Date).

PresenceLearning, Inc.

LEA

By:

DocuSigned by:
Summer Allison
6374AC9F99C5419...

By:

DocuSigned by:
David Rose
1B0ED0CAC370400...

Name:

Summer Allison

Name:

David Rose

Title:

Vice President of Sales

Title:

Superintendent

Date:

2020-03-06

Date:

2020-03-06

2020-21 Estimated Cost of 1 FTE District Mental Health Coordinator

	+	180 Paid Days (180 school days)	
		10 Paid Holidays	
		190 Contract Days	
<hr/>			
	x	\$35.00 Hourly Rate	
		8 Hours Per Day	
		\$280.00 Daily Rate	
<hr/>			
		\$53,200.00 Annual Salary	
		\$1,944.44 Vacation Pay (prorated for less than 12 months)	
		\$55,144.44 Total Annual	

Mandatory Expenses:

<u>2020-21</u>			
22.80% PERS	3101		\$ 12,572.93
6.20% OASDI	3501		\$ 3,418.96
0.05% SUI	3501		\$ 27.57
0.99% WC	3601		\$ 545.93
1.45% Medi	3331		\$ 799.59
<hr/>			
31.49% Total			\$ 17,364.99

\$	17,364.99	Mandatory Expenses	
\$	14,733.36	Health Benefits	
	\$55,144.44	Salary	
<hr/>			
\$	87,242.79	Salary & Benefit Expense Estimate	

2020-21 Estimated Cost of 1 FTE District Mental Health Coordinator

	190 Paid Days	(180 school days plus 5 days before & 5 after)
+	10 Paid Holidays	
	200 Contract Days	

	\$35.00 Hourly Rate
x	8 Hours Per Day
	\$280.00 Daily Rate

	\$56,000.00 Annual Salary
	\$1,944.44 Vacation Pay (prorated for less than 12 months)
	\$57,944.44 Total Annual

Mandatory Expenses:

2020-21

22.80% PERS	3101	\$ 13,211.33
6.20% OASDI	3501	\$ 3,592.56
0.05% SUI	3501	\$ 28.97
0.99% WC	3601	\$ 573.65
1.45% Medi	3331	\$ 840.19
31.49% Total		\$ 18,246.71

\$	18,246.71	Mandatory Expenses
\$	14,733.36	Health Benefits
	\$57,944.44	Salary
\$	90,924.51	Salary & Benefit Expense Estimate

2020-21 Estimated Cost of 1 FTE District Mental Health Coordinator

	194 Paid Days	(180 school days plus 8 days before and 6 days after)
+	10 Paid Holidays	
	204 Contract Days	
	\$35.00 Hourly Rate	
x	8 Hours Per Day	
	\$280.00 Daily Rate	
	\$57,120.00 Annual Salary	
	\$1,944.44 Vacation Pay (prorated for less than 12 months)	
	\$59,064.44 Total Annual	

Mandatory Expenses:

2020-21

22.80% PERS	3101	\$ 13,466.69
6.20% OASDI	3501	\$ 3,662.00
0.05% SUI	3501	\$ 29.53
0.99% WC	3601	\$ 584.74
1.45% Medi	3331	\$ 856.43
31.49% Total		\$ 18,599.39

\$	18,599.39	Mandatory Expenses
\$	14,733.36	Health Benefits
	\$59,064.44	Salary
\$	92,397.20	Salary & Benefit Expense Estimate

Estimate for MHC Annual Salary with Future Steps

STEP	MHC 204
1	\$59,064
2	\$59,954
3	\$60,857
4	\$61,773
5	\$62,704
6	\$63,648
7	\$64,607
8	\$65,580
9	\$66,567
10	\$67,570
11	\$68,587

CLAIM FORM

Claim Against: Gravenstein Union School District

CLAIMANT

Name: Louise Larro

Address: 6747 Nicole Ct
Sebastopol, CA 95472

Phone: 707-823-1545

The undersigned submits the following claim and information:

1. Post Office address to which claimant desires notices to be sent if other than above:

2. Date, place, and time of incident which claim arises from:
DATE: 3/2019 thru 12/2019 TIME: Unknown
LOCATION/SCHOOL: 685 Bloomfield Rd / Hillcrest Middle School
3. Specifically describe the incident or accident including your reason for believing that the School, District/Charter School is responsible for your injury or damages: Someone from the school side (probably one or more soccer parents seeking ingress into 685 Bloomfield Rd to retrieve a soccer ball) cut the barbed wire in 3 places on the fence. The soccer club is a guest/invitee of the school district.
4. The name(s) of any public employee(s) causing the injury, damage, or loss if applicable:

5. Names, addresses, and phone numbers of witnesses:

	NAME	TELEPHONE
1.	_____	_____
	ADDRESS: _____	
2.	_____	_____
	ADDRESS: _____	
6. Description of personal injury. If there was no personal injury, state "NONE".
None
7. Name of any other person injured: None
Address of injured person: _____

8. Description of damage to property Both strands of barbed wire at the top of the field fencing were cut in 3 places. The field fencing was bent down toward the house from people climbing over the fence.
9. Owner of property damaged: Louise Harro
10. Location of property damaged: 685 Bloomfield Rd, Sebastopol, CA 95472

11. Amount claimed as damages, please attach any supporting bills, receipts, or estimates of cost:

- Less than \$10,000 \$1,100.00 (State specific dollar amount)
- \$10,000 - \$25,000 (Limited Civil)
- More than \$25,000

11. Describe any additional information that might be helpful in considering this claim:
I have pictures of the damage that I can share with RESIG. I gave copies to the superintendent David Rose.

I certify under penalty of perjury that the foregoing is true and correct.

SIGNED THIS 10th DAY OF February 20 20 AT 7 pm
Louise A. Harro
 CLAIMANT'S SIGNATURE

Return to the District Office: Gravenstein
 DISTRICT ADDRESS 3840 Twig Ave, Sebastopol, CA 95472

WARNING

Please be advised that, pursuant to Sections 128.5 and 1038 of the California Code of Civil Procedure, the District will seek to recover all costs of defense in the event an action is filed in this matter, and it is determined that the action was not brought in good faith and with reasonable cause.

 Louise & Michael D. Larro
6747 Nicole Ct.
Sebastopol, CA 95472



Redwood Empire Schools Insurance Group
5760 Skyline Blvd
Windsor, CA 95492

FEB 19 2020 PM 3:17

9549236742 R004



Gravenstein Union School District
3840 Twig Ave
Sebastopol, CA 95472

RECEIVED
MAR 02 2020
BY: Renee.....

Meeting with Supervisor David Rabbitt and Andrea Krout
February 21, 2020 - Gravenstein Elementary School

- I. Introductions
- II. Overview of Gravenstein Elementary
- III. Current Traffic Issues
 - A. Community issue
 - B. Issue for parents
 - C. Student safety concerns
- IV. Current intervention strategies
- V. Site Tour
- VI. Potential Solutions/Next Steps

GUSD Traffic Reduction Strategies at Gravenstein Elementary:

Gravenstein Elementary School, with an enrollment of approximately 500 students, is one of the largest elementary schools in Sonoma County. The setting for the school is excellent; a beautiful country location nestled in a quiet neighborhood with virtually no disruptions or issues. However, the school is located at the end of Twig Avenue, a street with no outlet that ends at our campus. Annually, approximately 65-70% of our students come from outside of our district, which means home to school busing is not feasible. As a result, the majority of our families drive to our campus twice a day, and as one would expect with the schools location, we have significant traffic issues before and after school and for any special event. Wait times for parents can be as long as 40 minutes after school. If we were to have a need for an emergency vehicle or first responder during drop-off or pick-up times; we could face significant delays in the vehicle arriving on site. Within the last few years, another concern for us has jumped to the top of the list; if we were ever in a situation where a school evacuation is necessary, it would be very difficult for us to evacuate our students in a safe and timely manner. With the wildfires that have ravaged our county over the last few years, having additional vehicle access on and off of our campus is now our highest priority.

Prior to the start of the 2019-2020 school year, Administration developed multiple new ideas/programs to address the traffic congestion experienced at morning drop-off and afternoon pick-up times. The congestion has been noted for many years.

- Staggered start and end times: this has helped significantly with AM drop-off, PM pick-up remains a challenge, most congestion noticed from 2:45-3:30
 - TK/K, 8:45-2:20,
 - 1st & 2nd, 8:30-3:20
 - 3rd-5th, 8:15-3:05
- Free afternoon shuttle service from Gravenstein to Hillcrest Middle School campus allowing parents to pick up at HMS where there is less traffic.
- Free Reading Room from 3:05-3:30. This was created for students in grades 3-5 (who dismiss at 3:05) to work while they wait for their younger sibling(s) to dismiss. This allows parents to wait until the later (and less congested) time to come for only one pick-up time.
- Decreased cost of after-school care at Gravenstein so that parents can arrive for later pick-up and be assured of supervision; staff is on hand to escort students to vehicles rather than parents parking, currently about 20% of Gravenstein students are in after care
- Classified staff member present in the AM from 8:00-8:45 in the drop-off circle to ensure a smooth and more efficient system.

- Classified staff member present in the AM from 8:00-8:30 in the lower, staff-only, parking lot to ensure a safe parking lot for student/parent walkers and for the bus to have clear access to the lot.
- Classified staff member tasked in the PM from 3:20-3:45 to managing and loading the students onto the bus (assist with orderly seating and using seat belts).
- CHP invited to observe and they were on hand to help with traffic enforcement a few days early this year to try and set a tone for safety
- Staff have devised a student name placard system so that student names are visible during pick-up. This allows staff to alert students that their ride is here more quickly and efficiently.
- Our insurance company, RESIG, has visited to do an observation of our traffic situation; they are recommending that we connect to County Law Enforcement and Planning and use the RESIG assessment with the county departments to ask for their help.

Continued areas to explore/investigate:

- Investigate the limitations/requirements for opening up the lower play yard for field trip parking and loading/unloading of students and supplies for multi-class and/or overnight field trips.
- We have a large percentage of families that would be willing to drop off and/or pick up at an alternate site. One bus could mean up to approximately 70 students. We have a local property owner willing to provide space, and the space has been approved by our transportation company, and there is a bus available. Unfortunately, the transportation company does not currently have enough drivers, they are recruiting.
- Two different state funding issues, one is a grant opportunity, the other is pending the outcome of the next election, could be potential sources of funds for us to use to address this issue. An additional possibility just came on our radar connected to the Hazard Mitigation process we are working on with reps from the Sonoma County Office of Education.
- Our District has a Facilities Committee that is also studying this issue and looking for other solutions, including:
 - Exploring possible easements that could connect to Highway 116
 - Additional parking
 - The addition of sidewalks on Twig and or Lone Pine
 - The possibility of connecting our issue with the current planning of a bike trail between Sebastopol and Petaluma.

Gravenstein Union School District would be willing and motivated to work with any Sonoma County agency that could help us look at our current issue, explore possible solutions, and implement the project(s) needed to help us keep our students safe.