

Gorman Joint School District

49847 Gorman School Road
P.O. Box 104
Gorman, CA 93243
(661) 248-6441
FAX (661) 248-0604

NOTICE OF PUBLIC MEETING

Regular Board Meeting
June 16, 2015

2:00 P.M. Closed session
2:30 P.M. Regular session

A Public Meeting will be held at this time on the adoption of the Gorman Joint School District Local Control Accountability Plan (LCAP).

A Public Meeting will be held at this time on the adoption of the Gorman Joint School District 2015-16 budget and the 2014-15 estimated actuals.



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BOARD OF TRUSTEES

NOTICE OF REGULAR MEETING

AGENDA

June 16, 2015

Gorman School

Closed Session: 2:00 P.M.
Regular Session: 2:30 P.M.

I. CALL TO ORDER

Salute the flag

Roll Call – Members:

Steve Sonder, President
Julie Ralphs, Clerk
Patricia Edwards, Member

Roll Call – Administration:

Johannis Andrews, Superintendent/Principal
Jean Cummings, Business Manager/Consultant
Lise Wastaferrero, Bookkeeper

ITEMS FROM THE FLOOR

Please submit a "Request to Speak to the Board of Trustees" for agenda and non-agenda items to the Secretary of the Board prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, no more than twenty (20) minutes on the same subject. This portion of the agenda is for presentations to the Board and not a question and answer period where the Board enters into dialogue. If you have questions for the Board, please provide the Board President with a copy and an administrator will provide answers at a later date.

II. AGENDA

1. Approve the Agenda as presented for June 16, 2015.

Moved by _____ Seconded by _____ Vote: yes ___no___

III. PUBLIC MEETING

Notice of Public Meeting on the adoption of the Gorman Joint School District Local Control Accountability Plan (LCAP) and the Gorman Joint School District 2015-16 budget and the 2014-15 estimated actuals.

- A. The Governing Board of the Gorman Joint School District will hold a Public Meeting on the adoption of the Local Control Accountability Plan (LCAP).

Hearing opened at _____ P.M. Hearing Closed at _____ P.M.

1. Approve the adoption of the Gorman Joint School District Local Control Accountability Plan (LCAP).

Moved by _____ Seconded by _____ Vote: yes ___no___

- B. The Governing Board of the Gorman Joint School District will hold a Public Meeting on the 2015-16 budget and the 2014-15 estimated actuals.

Hearing opened at _____ P.M. Hearing Closed at _____ P.M.

1. Approve the adoption of the Gorman Joint School District 2015-16 budget and the 2014-15 estimated actuals.

Moved by _____ Seconded by _____ Vote: yes ___no___

IV. ADJOURN TO CLOSED SESSION

Adjourn to Closed Session at _____ P.M. to discuss personnel, employer/employee relations. (Govt. Code 54957, 54957.6):

1. Personnel (Govt. Code 54957)
2. Employer/Employee Relations (Govt. code 54957.7)
3. Public Employee Discipline/Dismissal/Release/Appointment (Govt. Code 54957)

Moved by _____ Seconded by _____ Vote: yes ___no___

V. RECONVENED TO REGULAR SESSION

Reconvened to Regular Session at _____ P.M.

Moved by _____ Seconded by _____

Vote: yes ___ no ___

ACTION FROM CLOSED SESSION (IF ANY)

VI. PRESENTATIONS/INFORMATION/DISCUSSION

A. Presentation

B. Information

1. Superintendent/Principal's Report
2. Agenda Cover Sheet Gorman Joint School District

C. Comments

1. Board
2. Staff
3. Public-Items from the floor.

D. Discussion

VII. ACTION ITEMS

A. Administrative and Business Office Items:

1. Approve the Year-End Appropriation Transfers.

Moved by _____ Seconded by _____

Vote: yes ___ no ___

2. Approve the transfer of \$20,000 from the General Fund (01.0) to the Cafeteria Fund (13.0).

Moved by _____ Seconded by _____

Vote: yes ___ no ___

3. Approve/Deny Charter Renewal Petition for Gorman Learning Center and Adopt Resolution #15-14-15 Effectuating that Action.

Moved by _____ Seconded by _____

Vote: yes ___ no ___

4. Approve the Transportation Agreement between the Gorman Joint School District and Storer Transportation School and Contract Service beginning July 1, 2015-June 30, 2016 in the amount of \$518.00 per day or an annual cost (based on 180 school days) of \$93,240.00.

Moved by _____ Seconded by _____

Vote: yes ___ no ___

VIII. ADVANCE PLANNING

The next regular meeting of the Board of Trustees will be changed from Tuesday, July 14, 2015 to July 21, 2015 at 3:00 P.M. closed session and 3:30 P.M. regular session.

Items for next meeting

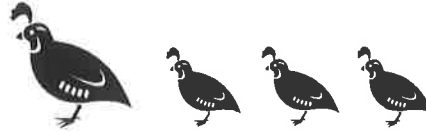
1. _____ 2. _____

IX. ADJOURNMENT

Approve adjournment at _____ P.M.

Moved by _____ Seconded by _____

Vote: yes ___ no ___



Steve Sonder, President
 Julie Ralphs, Clerk
 Patricia Edwards, Member

Gorman Joint School District

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Johannis L. Andrews II
 Superintendent/Principal

**Superintendent’s Report
 June 2015**

Enrollment 109 students

Enrollment Projection for 2015-2016

- New projected enrollment for the 2015-2016 school year is estimated at 108 with the ADA at 97 keeping with the 95% enrollment to ADA ratio. I am happy that Gorman Elementary School ended this year with 109 students. I really enjoyed this group of students.

TK/K/1 st	22 Students
2 nd /3 rd	19 Students
4 th /5 th	23 Students
5 th /6 th	25 Students
7 th /8 th	20 Students
Total	109 Students

Human Resources

Curriculum and Instruction

- Curriculum will continue to focus on the implementation of Common Core lessons. Again for 2015-16, I have scheduled Professional Development and coaching support with Pivot Learning Partners for staff with an overview of Common Core State Standards, Professional Learning Communities, and revised ELD standards. Short sessions will focus on rigor, student engagement, lesson design and development of a rubric for classroom observations.
- End of year assessments have been administered in each of the classes.
- For 2015-16 the district plans to purchase new mathematics curriculum for all grade levels.

Facilities

- Repair and painting of the students and staff restrooms.
- Resurface of the blacktops areas.
- Deep cleaning of the classrooms
- Summer on-going jobs that we are working on include:
 - Repair electrical outlets in the classrooms.
 - Repair broken sprinklers.
 - Repair and paint ramps to classrooms
 - Repair flaky plaster around front door and window in Computer Lab.
 - Painting touch ups.

Budget-

- **Purchase of Common Core Mathematics Books:** The 2013 Budget Act provided \$1.25 billion in one-time Proposition 98 General Fund to support the implementation of the recently state-adopted academic standards for English Language Arts and Mathematics—new standards focused on developing the critical thinking, problem-solving, and analytical skills students will need for today’s entry-level careers, freshman-level college courses, and workforce training programs. The Governor’s Budget proposed more than \$1.1 billion in discretionary one-time Proposition 98 funding for school districts, charter schools, and county offices of education to further the implementation of the state-adopted academic standards. The May Revision significantly expands this investment by proposing an additional \$2.4 billion in Proposition 98 resources. With more than \$3.5 billion in total discretionary funding, schools will be able to continue to make the necessary investments in professional development, provide teacher induction to beginning teachers, and purchase instructional materials and technology to prepare both students and teachers for success. Gorman Joint School District is seeking quotes for new math implementation.

Events

1. As a reward for the entire student body’s hard work this year, students enjoyed field day events during the morning of June 2nd. PTSO, ASB and teachers helped with the running of the events. Students enjoyed playing games, getting wet, while having social time for all. Water balloon toss, sponge relay race and water guns were a great success!
2. Students enjoyed getting their yearbooks on May 30.
3. On June 1st the school had the End-of-the-Year Student Awards Assembly.
4. On June 2nd, the last day of school, parents enjoyed the Kindergarten End of the Year Slide Show and Kindergarten Graduation.
5. Teacher’s first day back to work is scheduled for August 17th.
6. Staff Development with Pivot Learning is scheduled for 3 hours, 9AM-12PM on August 17th and CPR training for the entire staff is scheduled for August 18th.
7. First day of school is August 19th and is a minimum day.
8. Back-to-School Night is August 27th.
9. Labor Day is September 7th.

**AGENDA COVER SHEET
GORMAN JOINT SCHOOL DISTRICT**

TO: Governing Board of Education

PRESENTED BY: Johannis L. Andrews II, Superintendent

MATTER: Approve/Deny Charter Renewal Petition for Gorman Learning Center and Adopt Resolution No. 15-14-15 Effectuating that Action

MEETING DATE: June 16, 2015

QUICK SUMMARY / ABSTRACT

The Gorman Joint School District (“GJSD”) Governing Board previously approved the Charter for the Gorman Learning Center (“GLC”), with the current Charter term running through and including June 30, 2015. GLC has requested that the GJSD Governing Board approve renewal of the GLC Charter for a term July 1, 2015 – June 30, 2020.

The purpose of this agenda item is for the Governing Board to take action to approve or deny the Charter, and adopt Resolution No. 15-14-15 effectuating that action. Should the Governing Board deny the renewal Charter it is required to making written factual findings supporting the denial.

BACKGROUND

Pursuant to the Charter Schools Act of 1992 (Ed. Code § 47600 *et seq.*) the entity which granted a charter school petition may grant one or more five year renewals to that charter school. The Governing Board is required to hold a public hearing and either grant or deny the charter petition within specified timelines from receipt by the Governing Board of the charter petition.

Pursuant to Education Code Section 47605(b), the Governing Board may not deny a charter school petition unless it is not satisfied that granting the charter is consistent with sound educational practice. Further, the Governing Board shall not deny a charter petition unless it makes written factual findings specific to the particular charter to support one or more of the following findings:

1. The charter school presents an unsound educational program for the pupils to be enrolled.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the charter.
3. The petition does not contain the required number of signatures.
4. The petition does not include affirmations of specified conditions.
5. The petition does not contain reasonably comprehensive descriptions of all of the 16 required elements of a charter.

Pursuant to Education Code Section 47607(a)(3)(A), in considering GLC’s request for a Charter renewal the GJSD Governing Board must consider increases in pupil academic achievement for all groups of pupils served by GJSD (including all numerically significant pupil subgroups as defined by Education Code Section 52052(a)(3)) as “the most important factor” in deciding whether to grant the renewal request. Additionally, the GJSD Governing Board must consider the past performance of GLC’s

**AGENDA COVER SHEET
GORMAN JOINT SCHOOL DISTRICT**

academics, finances, and operations, as well as any future plans for improvement, in evaluating the likelihood of future success for GLC. (Cal. Code Regs., Tit. 5 § 11966.4(b)(1).)

Finally, because GLC has been in operation for at least four years, it is required to meet at least one of several specified academic performance criteria, and submit documentation establishing that it met such criteria, in order to have its Charter renewed. (Ed. Code § 47607(b) and Cal. Code Regs., Tit. 5 § 11966.4.) GLC submitted to the GJSD documentation establishing that it has met the following academic performance criterion:

1. Ed. Code § 47607(b)(1): GLC met or exceeded its API growth targets both schoolwide and for all groups of pupils served by the Charter School in the last year for which API was calculated (2013);
2. Ed. Code § 47607(b)(2): GLC had a statewide rank in deciles 4 to 10 in the last year that API was calculated (2013); and
3. Ed. Code § 47607(b)(3): GLC had a similar schools rank in deciles 4 to 10 in the last year that API was calculated (2013).

In accordance with the Charter Schools Act, on or about April 14, 2015, the GJSD Governing Board received the Charter, thereby commencing the timelines for Board action on the renewal request, and held a public hearing on the provisions of the Charter, at which time the Governing Board considered the level of support for this Charter by teachers employed by the GJSD, other employees of the GJSD, and parents. The District and GJSD entered into a mutual written agreement extending the time for GJSD Governing Board action on the renewal request through and including June 20, 2015.

The Charter has been assessed against the standards and requirements set forth in the California Education Code, including those standards and considerations specified above, in order to develop final recommendations. During the review process the GJSD noted some issues and concerns and determined that certain changes and revisions to the renewal Charter were necessary in order to support the requested Charter renewal. The District administration and representatives worked with GLC and its representatives on resolution of these issues and implementation of the necessary changes, additions, and revisions, and GLC has incorporated these changes, additions, and revisions into the Charter. It is this revised version of the renewal Charter that is now before the GJSD Governing Board for action. The terms of the revised renewal Charter require the District and GLC to enter into a Memorandum of Understanding by August 1, 2015, setting forth additional financial protections for the District from potential costs and liabilities related to GLC operations.

The District administration has determined that renewal of the GLC Charter, as revised, is consistent with sound educational practice and recommends that the GLC Charter be renewed.

FINANCIAL IMPLICATIONS

Financial impact is dependent upon action taken by the Governing Board.

**AGENDA COVER SHEET
GORMAN JOINT SCHOOL DISTRICT**

RECOMMENDATION:

Having considered and reviewed the Charter Petition for the proposed renewal of the GLC Charter, the District administrative staff hereby recommends that the Governing Board of the Gorman Joint School District take action to approve the Charter renewal and adopt the attached Board Resolution No. 15-14-15 approving the Charter. Should the Governing Board deny the Charter, it will be necessary for the Board to adopt a revised version of Resolution No. 15-14-15 making written factual findings in support of the denial on or before June 20, 2015.

Resolution No. 15-14-15

**Resolution Approving Renewal of
Charter School Petition of
Gorman Learning Center
by the Governing Board of the
Gorman Joint School District**

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of the Gorman Joint School District (“GJSD” and/or “District”) is required to review charter petitions and authorize creation and/or renewal of charter schools; and

WHEREAS, the Governing Board of GJSD previously approved the Charter for the Gorman Learning Center (“GLC”) with the current term of GLC’s Charter running through and including June 30, 2015; and

WHEREAS, GLC has requested that the GJSD Governing Board renew its Charter for a five year term from July 1, 2015, through and including June 30, 2020; and

WHEREAS, in compliance with California Education Code Sections 47605 and 47607 and California Code of Regulations, Title 5, Section 11966.4, the Governing Board is required to approve or deny the request for charter renewal within sixty (60) days of receipt of the renewal petition, unless that timeline is extended for up to thirty (30) additional days by mutual written agreement of the parties; and

WHEREAS, the GLC renewal Charter was received by the Governing Board, thereby commencing the timelines for District Governing Board action, and a public hearing on the provisions of the Charter Petition was conducted on April 14, 2015, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for this Charter Petition by teachers employed by the District, other employees of the District, and parents; and

WHEREAS, the District and GLC entered into a mutual written agreement to extend the time for the District Governing Board to take action on the renewal request through and including June 20, 2015; and

WHEREAS, in reviewing the Petition for the renewal of the GLC Charter, the Governing Board has been cognizant of the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged; and

WHEREAS, in accordance with Education Code Section 47607(a)(3)(A), the District Governing Board has considered increases in pupil academic achievement for all groups of pupils served by GLC as the most important factor in determining whether to grant GLC’s renewal request; and

WHEREAS, in accordance with California Code of Regulations, Title 5, Section 11966.4(b)(1), in considering GLC’s renewal Charter Petition the District Governing Board

considered the past performance of GLC's academics, finances, and operation and future plans for improvement in evaluating the likelihood of future success; and

WHEREAS, in reviewing and analyzing the renewal Charter, the District noted some issues and concerns and determined that certain changes and revisions to the Charter were necessary in order to support the requested Charter renewal. The District administration and representatives worked collaboratively with GLC and its representatives on resolution of these issues and implementation of the necessary changes, additions, and revisions and GLC has incorporated these changes, additions, and revisions into the Charter Petition; and

WHEREAS, GLC is now seeking approval of renewal of its Charter as revised and it is that revised version of the GLC renewal Charter that the District Governing Board is considering and acting upon through adoption of this Resolution No. 15-14-15 . The revised renewal Charter is attached hereto as Exhibit "A"; and

WHEREAS, the revised renewal Charter specifies that the District and GLC are to enter into a Memorandum of Understanding setting forth additional financial protections for the District from potential costs and liabilities related to GLC operations; and

WHEREAS, District staff has reviewed and analyzed all of the information received with respect to the revised Petition, and has recommended that the District Governing Board approve the renewal of the GLC Charter; and

WHEREAS, the Governing Board has fully considered the revised renewal Charter Petition and the recommendation provided by District staff; and

WHEREAS, in reviewing the Petition for the renewal of the GLC Charter, the Governing Board has been cognizant of the value provided to the community by GLC during the time that it has been operating pursuant to the Charter granted by the Gorman Joint School District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. That the Governing Board of GJSD finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
2. That the Governing Board of GJSD finds that GLC operated pursuant to the Charter previously granted and renewed by GJSD provides its students with educational benefits and sound educational programs.
3. That the Governing Board has considered increases in pupil academic achievement for all groups of pupils served by GLC, as the most important factor in determining whether to grant GLC's renewal request. .
4. That the Governing Board has confirmed, based upon documentation provided to the District by GLC, that GLC has met the academic performance renewal requirements of Education Code Section 47607(b) as follows:

- a. Ed. Code § 47607(b)(1): GLC met or exceeded its API growth targets both schoolwide and for all groups of pupils served by GLC in the last year for which API was calculated (2013);
 - b. Ed. Code § 47607(b)(2): GLC had a statewide rank in deciles 4 to 10 in the last year that API was calculated (2013); and
 - c. Ed. Code § 47607(b)(3): GLC had a similar schools rank in deciles 4 to 10 in the last year that API was calculated (2013).
5. That the Governing Board of the Gorman Joint School District, having fully considered and evaluated the Petition for the renewal of the Gorman Learning Center, hereby renews the Charter for a five year term, from July 1, 2015, through and including June 30, 2020. The GLC renewal Charter Petition that the Governing Board is hereby approving is attached hereto as Exhibit "A"

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of June 16, 2015.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AYES IN FAVOR OF SAID RESOLUTION:

NOES AGAINST SAID RESOLUTION:

ABSTAINED:

Dated: _____

By: _____

Steve Sonder
President, Governing Board
Gorman Joint School District

Dated: _____

By: _____

Julie Ralphs
Clerk, Governing Board
Gorman Joint School District

EXHIBIT A

[ATTACH A COPY OF THE GLC CHARTER PETITION AS EXHIBIT A]

TRANSPORTATION AGREEMENT

THIS TRANSPORTATION AGREEMENT entered into the City of Modesto, County of Stanislaus, and State of California, as of July 1, 2015, by and between the **GORMAN JOINT SCHOOL DISTRICT** hereinafter referred to as GORMAN, and **STORER TRANSPORTATION SCHOOL AND CONTRACT SERVICE**, a California Corporation, hereinafter referred to as CONTRACTOR.

This Agreement is made with reference to the following recitals:

- A. GORMAN has determined that there is a need for home to school student transportation services.
- B. GORMAN recognizes that CONTRACTOR has the capability to provide such transportation services and CONTRACTOR is willing to provide such services.
- C. GORMAN desires to contract with CONTRACTOR to provide such transportation services.

Now, therefore, in consideration of mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** Subject to the provisions of Paragraph 12 herein, this Agreement shall be for a term of one (1) school year commencing July 1, 2015, and shall continue through June 30, 2016. The agreement may be extended annually by GORMAN for four (4) additional one-year periods. Additionally, extensions may be exercised at GORMAN's discretion pursuant to California Education Code Section 39803. The Term shall automatically renew unless written notification from GORMAN is given to CONTRACTOR on or before May 1st of each year. Service is based on 180 days per school year.

2. **DESCRIPTION OF SERVICE:** CONTRACTOR shall provide services for daily operation, maintenance, and management of the GORMAN SCHOOL TRANSPORTATION SYSTEM. CONTRACTOR agrees to pickup students on a route pre-approved by the GORMAN School Principal/Superintendent and transport said students to the GORMAN school site located at 49847 Gorman School Rd., Gorman, CA 93243. Students shall arrive at school no later than 8:15 A.M. each day. CONTRACTOR further agrees to transport students each afternoon to their established drop off locations. The class dismissal shall be 2:40 P.M. CONTRACTOR is not required to provide route service for a noon class dismissal except on minimum days. The GORMAN School Principal/Superintendent reserves the right to modify class dismissal times and to institute minimum day schedules at his/her sole discretion. GORMAN agrees to notify CONTRACTOR at least 10 working days prior to any schedule changes. CONTRACTOR shall design routes with an emphasis on safety, efficiency, etc. Route modifications shall be authorized by the Principal/Superintendent at his or her sole discretion providing that such modifications do not affect the safety of route nor violate any laws pertaining to student transportation as described in Title Thirteen of the California Administrative Code.

3. **VEHICLES AND ASSOCIATED EQUIPMENT:** In accordance with the terms and conditions of paragraph 5. below, CONTRACTOR shall supply, operate, and maintain one (1), 2000 model year, 84-passenger THOMAS – SAFETY LINER school bus for the duration of this contract. Said regular school bus shall be equipped with a mobile two-way radio system with capabilities of maintaining communications between CONTRACTOR’S home terminal and school bus while on route. Said vehicle shall be equipped with all safety items as required by Title Thirteen of the California Administrative Code. Additionally, CONTRACTOR agrees that all vehicles utilized on GORMAN school routes shall be inspected and certified each year for school pupil transportation by an officer from the Motor Carrier Division of the California Highway Patrol. CONTRACTOR shall also make available a 1995 model year, 84 – passenger THOMAS – SAFETY LINER school bus as a backup vehicle during times when the regular school bus is unavailable for said transportation services.

4. **DRIVERS:** CONTRACTOR agrees to provide a fully licensed California certified school bus driver at all times when bus is transporting students attending GORMAN School. This driver shall also have special training in first aid as required by Title Thirteen of the California Administrative Code. Additionally, said driver must satisfactorily pass a Department of Transportation medical examination every two years, or sooner if required, by the Department of Motor Vehicles in conjunction with Class B license requirements. Said driver shall also be required to attend at least ten (10) hours each year of classroom instruction regarding rules and regulations of a California school bus driver. All training shall be conducted by a California Certified School Bus Trainer.

5. **RATE:** CONTRACTOR presented the GORMAN board and the GORMAN board chose an initial cost per day of \$518.00, or an annual cost (based on 180 school days) of \$93,240.00 for home to school transportation. The rate per day is based on total daily miles, which shall not exceed 190 miles. In the event GORMAN modifies existing routes, or otherwise causes total miles per day to exceed 190 per day, the parties agree to negotiate in good faith for a rate increase to cover additional costs. Additionally, this Option 1, specified an initial cost for extracurricular trips (field trips) to be \$250.14 for the first four (4) hours with additional hours over the four (4) hour minimum being billed at \$35.50 per hour or fraction thereof.

6. **RATE ADJUSTMENTS:** The rates in article 5 above, would become effective July 1st, 2015. These rates are subject to cost adjustments. The rates as specified in Article 5 above, shall be subject to an increase each year. The rate will change in accordance with the percentage of change that occurs in the “Consumer Price Index for Urban Wage Earners and Clerical Workers – U.S. City Average” for the March to March period immediately preceding the adjustment date, which the parties agree shall be the first (1st) day of July of each year for which this Agreement is in effect.

7. **FUEL ADJUSTMENT CLAUSE:** CONTRACTOR’S consideration will also be increased or decreased each month of service during the term of this Agreement, dependent upon fuel cost changes. CONTRACTOR shall use a “base cost” of \$3.75 per gallon of fuel. Each month CONTRACTOR will provide GORMAN documentation as to the average cost of fuel per gallon determined by CONTRACTOR’S cost of fuel purchase. If the average cost of fuel paid during the month for which consideration is due is greater than the “base cost”, CONTRACTOR’S consideration for that month shall be increased. If the average cost of fuel paid during the month for which consideration is due is less than the “base cost”, CONTRACTOR’S consideration for that

month shall be decreased. The amount of increase or decrease shall be the difference between the average cost per gallon of fuel paid during the month and the base cost multiplied by the number of gallons used during the month. If any new taxes not in existence on the date of execution of this Agreement are added to the cost of fuel, CONTRACTOR'S base cost shall be adjusted accordingly to ensure that CONTRACTOR is not penalized from the unforeseen imposition of such taxes.

8. **INSURANCE:** CONTRACTOR shall take out and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

- A. General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, premises, operators, products and completed operations with limits of no less than Five Million Dollars (\$5,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form, with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission to act by CONTRACTOR under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- B. Auto Liability Insurance. Owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than Ten Million Dollars (\$10,000,000) per incident or occurrence.
- C. Workers' Compensation Insurance. Workers' Compensation Insurance as required by the California Labor Code. In signing this Agreement, the CONTRACTOR certifies under section 1861 of the Labor Code that the CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement.

9. **INDEMNIFICATION AND HOLD HARMLESS:** CONTRACTOR shall hold GORMAN, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CONTRACTOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement. This obligation of CONTRACTOR shall not apply to the actions of GORMAN, for which GORMAN shall have reciprocal indemnity rights to CONTRACTOR.

10. **FORCE MAJEURE:** CONTRACTOR shall not be charged, nor shall GORMAN demand from CONTRACTOR, damages because of failure in providing the services indicated in this Agreement due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of public enemy, fires, floods, snow storms, epidemic, quarantine, restrictions, strikes, freight embargoes, public road closures, commandeering of material, equipment, or facilities or similar causes beyond the control of the

CONTRACTOR and which renders performance impossible, but in every case the delay is excusable only for so long as, and to the extent, that the excusable delay continues. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph. In the event CONTRACTOR is unable to provide the services indicated due to any cause, public notification shall be made, including, but not limited to, notification to local radio stations, local newspapers and television stations. Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of this Agreement, CONTRACTOR, on a timely basis, shall notify GORMAN of this fact, and thereafter shall report to GORMAN all relevant information then known to CONTRACTOR, and shall continue to so report.

11. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in anyway creating or establishing the relationship of partners, joint ventures or other common business venture relationship between the parties hereto, or as constituting CONTRACTOR or its employees as employees, agents or representatives of GORMAN for any purposes or in any manner whatsoever.

12. **TERMINATION FOR DEFAULT:** All the terms, conditions, and covenants of this Agreement are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such material terms, conditions or covenants which are to be kept, done or performed by it, GORMAN shall give CONTRACTOR written notice indicating such breaches or defaults. CONTRACTOR shall have twenty (20) days to correct such breaches or defaults. If said breaches or defaults are not corrected to the satisfaction of GORMAN, GORMAN may, without further notice, cancel this Agreement.

By _____
Donald Storer, President, CEO

Date

By _____
Mr. Johannis L. Andrews II, Principal/Superintendent

Date