

**SPECIAL MEETING OF THE JANESVILLE UNION SCHOOL DISTRICT BOARD OF TRUSTEES**

464-555 Main Street, Janesville School Library, Janesville, CA 96114

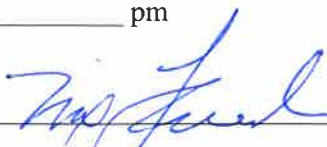
**Tuesday, October 11, 2022 at 5:30 p.m.**

**Agenda**

*Any person with a disability may request this agenda be made available in an appropriate alternative format. A request for a disability related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Max Friedman, Superintendent/Principal, 464-555 Main St. Janesville, CA, at (530) 253-3660, between the hours of 8:00 a.m. and 4:00 p.m. at least forty-eight (48) hours before the meeting. (Government Code 54954.2). Any writing that is a public record and relates to an agenda item for open session of a regular meeting of the Board of Trustees, and is distributed fewer than 72 hours prior to the regular meeting shall be available for public inspection at the Janesville Union Elementary School District Office located at 464-555 Main Street, Janesville, CA.*

- I. CALL TO ORDER, 5:30 p.m. (Procedural)
- II. ROLL CALL & ESTABLISHMENT OF QUORUM (Procedural)
- III. PLEDGE OF ALLEGIANCE (Procedural)
- IV. APPROVAL OF AGENDA (Action)
- V. PUBLIC COMMENTS ON CLOSED SESSION AGENDA (Procedural)  
*During this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to items on the closed session or organizational meeting agendas. Three minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter.*
- VI. ADJOURNMENT TO CLOSED SESSION (Procedural)  
*A Closed or Executive Session of the Board of Trustees may be held when legal and the need requires. Items to be discussed will be announced before the Board moves to Closed Session. Items can include personnel matters, student personnel matters, negotiations, security matters, matters of real property negotiations, legal counsel regarding pending litigation and protection of records exempt from public disclosure.*
  - A. Labor Negotiations (Pursuant to Government Code § 54957.6, the Board will consult with its designated representative, Max Friedman, to consider labor negotiations with represented and unrepresented employees (California School Employees’ Association (CSEA), Janesville Teachers’ Association (JTA), and Administration/Management).
  - B. Public Employee Performance Evaluation – Superintendent/Principal (Pursuant to Government Code §54957).
- VII. RECONVENE IN REGULAR SESSION (6:30 p.m.) (Procedural)
- VIII. REPORT ACTION TAKEN IN CLOSED SESSION (Procedural)
- IX. DISCUSSION/ACTION ITEM:
  - A. Hire a One-on-One Temporary Licensed Vocational Nurse (LVN) (Action)
  - B. Develop and Authorize a One-on-One LVN Position (Action)
  - C. Discuss Use of One-Time Money for Prioritized Needs (Action)
  - D. Approve Memorandum of Understanding Between the CSEA and the Janesville Union School District Concerning COVID-19 Leave in the 2022-23 School Year (Action)
  - E. Approve Purchase of Electronic Marquee (Action)
- X. RECONVENE INTO CLOSED SESSION (Procedural) *(if necessary)*
- XI. RECONVENE IN REGULAR SESSION (Procedural)
- XII. REPORT ACTION TAKEN IN CLOSED SESSION (Procedural)
- XIII. ADJOURNMENT (Procedural) Time: \_\_\_\_\_ pm

Date: 7 October 2022

  
\_\_\_\_\_  
Max Friedman, Superintendent/Principal and Chief Executive Officer to the Board of Trustee

Posted: October 7, 2022 @ 4:00 p.m.

## BALANCE OF ONE-TIME FUNDS 10/6/22

SOURCE OF FUNDS	RESOURCE	BALANCE	DEALINE TO SPEND
ESSER III - (American Rescue Plan) - Federal	3213	\$ 150,880.00	9/30/2024
ESSER III - (American Rescue Plan) - Federal	3214	\$ 99,503.00	9/30/2024
Mental Health Related Services	6546	\$ 11,617.00	No Deadline
Special Education Early Intervention	6547	\$ 13,741.00	No Deadline
SB 117 - COVID 19 LEA Response	7388	\$ 3,167.00	No Deadline
<b>TOTAL</b>		<b>\$ 278,908.00</b>	



**Janesville Union Elementary School District**  
**Pending Projects and Price Estimates**  
(This list is not in priority order)

**Areas of Focus:**

- Curriculum and Instruction
- Technology
- Positive Learning Environment
- Facilities
- Fiscal

CURRICULUM AND INSTRUCTION

<u>Priority</u>	<u>Pending Needs and Cost Estimates</u>	<u>Amount</u>
1	Additional Teacher- To prevent combo classes	\$ 47,000 On-going
3	Science Lab with dedicated lab equipment	?
2	<b>Full-time Intervention Teacher</b>	<b>\$ 47,000</b>

TECHNOLOGY

<u>Priority</u>	<u>Pending Needs and Cost Estimates</u>	<u>Amount</u>
2	Technology upgrade for library	?

POSITIVE LEARNING ENVIRONMENT

<u>Priority</u>	<u>Pending Needs and Cost Estimates</u>	<u>Amount</u>
1	Educational playground paint/art supplies including supplies to paint bathroom stalls	\$ 500
3	Library furniture	\$ 5,000

FACILITIES

<u>Priority</u>	<u>Pending Needs and Cost Estimates</u>	<u>Amount</u>
2	Fill cracks and seal coat upper playground	\$ 9,000
2	Concrete sidewalk replacement - long-term plan pick and choose sections for repair	\$ 100,000
3	Fill cracks and seal coat gym front parking lot	\$ 19,245
3	Fill cracks and seal coat gym side parking lot	\$ 8,000

3	Upgrade, repair and/or Replace PA voice paging and bell system	\$	20,000
3	Fill cracks and seal coat front parking lot	\$	8,000
3	Demo old house	\$	25,000
3	Remove trees in gym parking area	\$	22,000
3	Concrete picnic tables behind gym area (each)	\$	1,000
3	Replace clocks in classroom	\$	1,500
3	Kitchen appliances - electrical upgrade		?
3	Secured front entrance		?
2	Rail at the bottom of the steps by Kindergarten		?
3	Replace blue rubber with suitable approved product		?
3	Bases for storage units		?
2	Repair landscaping in front of the gym	\$	2,000
3	Install 1,200 LF of six foot chain link campus perimeter (material only)	\$	18,000

PROJECTS IN PROGRESS

1	Attract and retain quality staff		?
1	Additional Instructional Aide time		?

PROJECTS COMPLETED

				Date Complete
1	Hire primary grade teacher - ongoing expense	\$	47,000	
1	MAP testing 3rd - 8th grades - ongoing expense	\$	4,000	
1	Study Island Renewal - ongoing expense	\$	1,925	
1	Remove and replace carpets in classrooms (per room) - ongoing expense	\$	4,000	
1	Two additional mobile computer carts	\$	28,000	10/1/20
1	Technology replacement - ongoing expense upgrade computer lab, projectors, etc.	\$	45,000	10/1/20
1	Line two fire suppression tanks with liners; money set aside for project	\$	50,000	6/1/19
3	Discovery Education Subscription	\$	1,155	
1	History/Social Science Curriculum	\$	25,000	3/1/21

1	Upgrade door locks as needed campus wide - budget for five locks per year.	\$	1,500	
1	Storage area roof repair	\$	200	10/1/19
1	Re-design activity room roof/sidewalk area - engineering prospects; start saving at least \$3,000 per year after water tank liner project is completed	\$	8,000	3/1/20
1	Projectors/document camera for remaining classrooms	\$	7,000	5/1/20
3	Video cameras for campus at nighttime - Matching grant received from insurance company	\$	10,000	10/1/20
3	Install chain link fence along back fence line of school - Matching grant received from insurance company	\$	10,000	10/1/20
1	Meals with fresh nutritional content			
3	Art Room - Paid from Arts Grant	\$	12,000	3/1/20
3	Bricks around Fred Marino's bench		?	6/1/20
3	<b>Air conditioning in primary classrooms</b>	\$	<b>75,000</b>	3/1/2022
2	<b>Replace flat roof on the end of the primary building (original estimate \$19,380)</b>	\$	<b>30,000</b>	9/1/2022
1	<b>Lower playground asphalt area - repair, clean fill cracks and seal coat Original estimated cost: \$9,800 but full replacement is needed</b>	\$	<b>87,000</b>	8/1/2022
3	<b>Additional video cameras to provide more campus coverage</b>	\$	<b>2,000</b>	8/1/2022

Note: Items in bold were added or updated in 2021/22

**COVID funds spending input**

	Teacher Priority	Classified Priority	Board Priority
1 4/5 math remediation - fractions and division			
2 A/C for primary building/ Ventilation	1	1	
3 Add additional counseling time			
4 Add teachers			
5 Add textbooks to have a school set and home set			
6 Additional aide time			
7 After school program including bussing			
8 Attendance recognition/Incentive			
9 Before/After School program			
10 Bonuses			
11 Culture building			
12 Curriculum			
Good quality gravel pathway for hill by Kindergarten and			
13 all dirt areas around Kindergarten			
14 Grade 4 or 5 teacher			
15 Health/Safety Upgrades			
16 Intervention Teacher			
17 Landscaping in front of the gym			
18 Modern furniture including library/classrooms			
19 Modernization planning			
20 Move wall ball court			
New carpet cleaning machine, extra vacuum and two			
21 custodial carts			
22 New flooring including activity room and hallway			
23 No combo classes	1	1	
24 Parenting Classes			
25 Playground repair		1	
26 Professional development			
27 Professional development for Paraeducators (CSEA)			
28 Purchase supplemental reading program			
29 Reading Specialist			
30 Salaries			
31 School Climate			
32 Services (Social/Mental Health)			
33 Social/Emotional Program for students			
34 Special Education support	1		
35 Student safety			
36 Summer School including transportation (5-6 weeks)			
Targeted remediation throughout grades before/after			
37 school that is data driven			
38 Team building			
39 Testing (Staff/Students) - (Not Mandatory)			
40 Training			
Upgrade classroom technology-document cameras,			
41 projectors, televisions, desktop work station			
42 Water filtration system			
43 Water fountain repair			
44 Whiteboards with storage			



Memorandum of Understanding (“MOU”) Between  
California School Employees Association and It’s  
Janesville Chapter No. 678 (“CSEA”) and  
Janesville Union Elementary School District (“District”)  
Concerning the Covid-19 leave in the 2022-2023 School Year

The District and CSEA have considered their mutual interests and have agreed to the following provisions, enumerated below, pertaining to the continued response to COVID-19 in the 2022-2023 school year:

A. Adherence to Guidelines and Orders

1. The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDHP”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety Health (“Cal-OSHA”), and Lassen County Public Health department.
2. Where there is a conflict between the various guidelines or orders, the District shall adhere to the most stringent guidelines and orders to minimize potential health and safety risks for all unit members, students, and their families.
3. As a result of any changes to guidance or orders issued by the aforementioned entities, prior to the District implementing any changes, the Parties agree to meet within 5 (five) working days to negotiate the Impacts and effects of any revisions or updates to the guidelines or orders.

B. Leaves – COVID-19 Supplemental Paid Sick Leave

1. In the event that a unit member has exhausted State COVID-19 Supplemental Paid sick leave, the District will provide additional leave. Every time a unit member tests positive for COVID-19, the member will be allocated up to five (5) days of leave, and if necessary, an additional five (5) days of leave will be provided.
2. The District-provided COVID-19 Supplemental Paid Sick Leave may be used only during the 2022-2023 school year after state Supplemental Sick Leave has been exhausted.

C. School Closure

1. In the event that the school is closed by the District, Lassen County Health Department or other agency due to COVID-19, the parties shall negotiate the effects of such closure including, but not limited to, remote work and/or on-site work. If on-site, unit members will follow all required health and safety protocols.



D. This MOU shall expire in full without precedent on June 30, 2023 unless extended by mutual written agreement of the Parties.

Date: 10/3/2022

For the District:

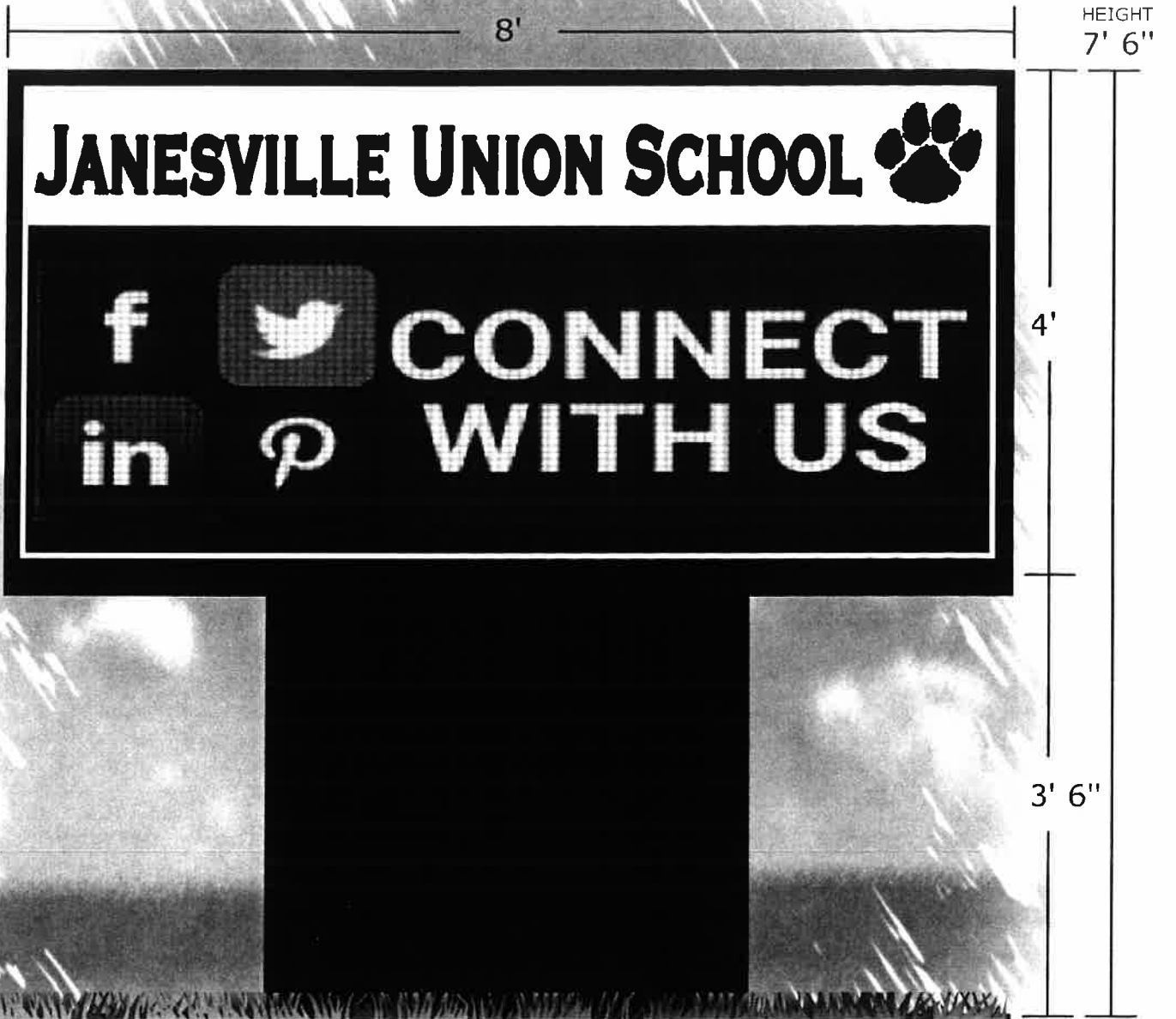


For CSEA:



IS CAPABLE OF  
DISPLAYING 1 TO 5  
ROWS OF TEXT



3' 10"  
**TekStar 16mm 40x140 4'x8'**

The provided graphics will be insufficient quality for the manufacturing process. Please see our web site, <http://www.stewartsigns.com/support-artwork.php> or your consultant for a list of acceptable formats

Cabinet: 4' x 8'  
Mount: Pedestal Custom (3' 6" x 3' 10")

Cabinet Color: Dark Red  
Face Color: White  
Line Color: Blue

Outline Color: Dark Red  
Font: Copperplate Gothic(b)  
Logos: clrsocial16mm, clr5linedonlya, pawjagg



**stewartsigns**

America's Premier Sign Company

1-800-237-3928 WWW.STEWARTSIGNS.COM

**ORIGINAL DESIGN Do NOT DUPLICATE**

DUE TO THE INHERENT LIMITATIONS OF THE COPPERPLATE PRINTING PROCESS, THIS CUSTOM ANTI-COPY IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ORIGINAL. ANY DISCREPANCY BETWEEN THE ORIGINAL AND THE PRINTED COPY IS THE RESPONSIBILITY OF THE CUSTOMER. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY. LED LIGHTS SHOWN ARE SIMULATED TO REPLICATE REPRODUCTION FROM OPTIMUM VIEWING DISTANCE. A STEWART SIGN IS DESIGNED TO BE ILLUMINATED AT ALL TIMES AND INCREASES THE LIFE OF THE SIGN'S LIGHTING COMPONENTS. SKETCHES ARE BASED OFF OF THIS PREMISE.

APPROVED AS SHOWN

X \_\_\_\_\_ DATE \_\_\_\_\_ 1. \_\_\_\_\_

APPROVED WITH LISTED CHANGES

X \_\_\_\_\_ DATE \_\_\_\_\_ 2. \_\_\_\_\_

X \_\_\_\_\_ DATE \_\_\_\_\_ 3. \_\_\_\_\_

Sketch #297569 Customer #1111528  
8/26/2022 Shay Einhaus -PROPOSAL-





**Quote #1002442-2**  
**Customer #1111528**  
 Quoted 10/6/2022  
 Valid until 11/5/2022\*

Prepared for  
**JANESVILLE UNION SCHOOL**  
 464-555 MAIN ST  
 JANESVILLE, CA 96114

Prepared by  
**Shay Einhaus**  
 seinhaus@stewartsigns.com  
 Office: 1.888.237.3928 x2310  
 Cell: 941.504.2555

**DESCRIPTION**

**PRICE**

**Double Sided Full Color TekStar Outdoor LED Sign**

LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.

\$24,062.00

**LED display**

- 16mm full color at 40 pixels high by 140 pixels wide (5,600 total pixels per side)
- Active display area 2'1" x 7'4" (15.4 square feet per side)
- 1 to 5 rows of text and use your own images and video clips
- Entire sign UL Listed and FCC Part 15 compliant

[See full display capabilities](#)

**Communication method**

Communication provided by cellular modem and LIFETIME Cell Connect data plan. [See full specifications](#)

**Sign structure and faces**

- Double sided 4' x 8' sign cabinet with 12" deep extruded aluminum
- TCI® industrial powder coat finish, color: Dark Red
- Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face
- Internal illumination with LED lamps
- TUFFAK® SL pan-formed faces removable via internal retainers
- Dual leg mount with cowling (creates pedestal appearance)
- Leg height: 3'6", Leg width: 3'10", Overall sign height: 7'6"
- Minimum wind load rating: 120mph, exposure B
- Lifetime warranty on structure and faces, including vandalism

**Electrical specifications**

- One 20 amp circuit, 120 volts; Max draw: 8.32 amps

**Custom options**

- Estimated Tax Included
- Estimated Freight Included

**Software**

SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. [Learn more.](#)

Included

**Special instructions**

**BREAKDOWN:**

SIGN = \$19,395.00  
 LIFETIME CELLULAR = \$1,598.00 (not tax, no fees)  
 TAX = \$1,406.14  
 FRT = \$1,662.86

TOTAL = \$24,062.00\*

Total: \$24,062.00  
 + any applicable sales tax and freight  
 Payment terms: Net 30 with Purchase Order Issued to  
 Stewart Signs

\*Does NOT include installation/demo.



**Quote #1002442-2**  
**Customer #1111528**  
 Quoted 10/6/2022  
 Valid until 11/5/2022\*

Prepared for: JANESVILLE UNION SCHOOL • JANESVILLE, CA  
 Prepared by: Shay Einhaus • seinhaus@stewartsigns.com • 1.888.237.3928 x2310

**SHIPPING INFORMATION**

**All items related to this order**  
 464-555 MAIN STREET  
 JANESVILLE, CA 96114  
 530-253-3660

**Invoices**  
 JANESVILLE UNION SCHOOL DISTRICT  
 PO BOX 280  
 464-555 MAIN ST  
 JANESVILLE, CA 96114

*Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.*

**TERMS & CONDITIONS** (\*unless noted elsewhere in this quote)

**TAX:** Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

**PERMITS:** Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

**INSTALLATION:** Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.  
[Watch a typical freestanding sign installation.](#)

**CANCELLATION:** Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

**SUPPORT:** US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

**SOFTWARE:** By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

**COMMUNICATION:** Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

**DATA PLAN:** By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

**ORDERING INSTRUCTIONS**

1. Review this quote for accuracy. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1002442-2

**Shay Einhaus**  
 Shay Einhaus, Sign Consultant

10/6/2022

Prepared for: JANESVILLE UNION SCHOOL • JANESVILLE, CA

Prepared by: Shay Einhaus • seinhaus@stewartsigns.com • 1.888.237.3928 x2310

### Limited Product Warranty ("Limited Warranty")

#### Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:  
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:  
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.  
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.  
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.  
Ballasts are covered for three (3) years.  
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
  - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
  - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
  - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
  - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
  - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
  - f) Light bulbs or lamps.

Prepared for: JANESVILLE UNION SCHOOL • JANESVILLE, CA

Prepared by: Shay Einhaus • seinhaus@stewartsigns.com • 1.888.237.3928 x2310

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
  - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
  - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
  - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
  - d) Unauthorized modification, including installation of third-party software on the Product.
  - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
  - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
  - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: 855-841-4624  
Web: [www.stewartsigns.com/support/](http://www.stewartsigns.com/support/)  
Email: [support@stewartsigns.com](mailto:support@stewartsigns.com)