Board of Education Regular Meeting Agenda

Zoom Link

DATE:Tuesday, May 11, 2021TIME:5:00 PMLOCATION:Gravenstein Elementary, Multipurpose Room

Gregory Appling, President Alexander Kahn, Trustee Jennifer Koelemeijer, Clerk Patrick Lei, Trustee Jeri McNeill, Trustee

Zoom Link

I. CALL TO ORDER AT 5:00 PM

II. ADOPTION AND APPROVAL OF THE AGENDA Approval of the agenda for May 11, 2021 (2 min.)

Action taken/comments:

Motion _____ Second _____

Vote: GA:_____ PL:____ JK:____ AK:____ JM:____

III. REPORTS, AND ORAL COMMUNICATIONS

- A. (p.1) Gravenstein Principal (10 min.)
- **B.** (p.4) Hillcrest Principal (10 min.)
- C. Gravenstein Union Teachers' Association (5 min.)
- **D. District Site Council** (3 min.)
- E. (p.6) Gravenstein Parent Association, GPA (5 min.)
 - 1. Financials for March, 2021
 - 2. Minutes for March 16, 2021
 - 3. Agenda for April 20, 2021
- F. Trustee Reports (5 min.)
- G. Racial Justice Committee (5min.)
- H. Master Plan Committee (5 min.)
- I. (p.15) Facilities Report (5 min.)
- J. CBO Report (5 min.)
- K. Superintendent Report/District Correspondence (15 min.)
 - 1. Questions from the April Board Meeting
 - 2. Review of Emergency Powers

IV. <u>PUBLIC COMMENT</u> (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.

V. <u>CONSENT AGENDA</u> (2 min.)

ACTION ITEM

- A. (p.18) Warrants
- B. (p.25) Payroll
- C. (p.26) Minutes from the Regular Board Meeting of April 13, 2021
- **D.** (p.34) Engineering Service Agreement for Materials Testing and Inspection Services with LACO Associates for the Hillcrest Heat Mitigation Project
- E. (p.44) Department of State Architect (DSA) Project Inspector Services Agreement with Locus Construction Services for the Hillcrest Heat Mitigation Project
- F. (p.57) Renewal of Consulting Services Contract with Counterpoint Construction Services for the Hillcrest Heat Mitigation Project and GUSD Master Plan

Action taken/comments:

Motion _____ Second _____

Vote: GA:_____ PL:____ JK:____ AK:____ JM:____

VI. <u>GENERAL ACTION ITEMS</u>

A. (p.68) Review Resolution 200316-1 GUSD Board of Education Declaring Emergency Conditions (2 min.)

Situation: On March 16, 2020, based upon support and guidance from the Sonoma County Office of Education, the GUSD Board adopted a resolution granting emergency powers to the superintendent .

Plan: Given the decline in COVID-19 cases, vaccination opportunities, the return to in-person instruction and the move to the "orange tier" for Sonoma County, the Board will consider the necessity of the superintendent to continue to hold emergency powers.

Recommended Motion: That the Board terminate the provisions of Resolution 200316-1.

Action taken/comments:

Motion _____ Second _____

Vote: GA:_____ PL:_____ JK:_____ AK:_____ JM:_____

B. (p.70) GUSD Diversity, Equity, and Inclusion (DEI) Consultant (5 min)

Situation: Aligned with the work of the Racial Justice Committee, GUSD is interested in engaging an outside consultant to assist our district in strengthening our DEI.

Plan: For the Board to consider the Racial Justice Committee recommendation.

Committee Recommendation: To award the DEI consultant contract to Equity First Consulting.

Action taken/comments

Motion _____ Second _____

Vote: GA:_____ PL:____ JK:____ AK:____ JM:_____

C. (p.82) Hillcrest Heat Mitigation Project Contractor (5 min.)

Situation: Our Project Manager, Counterpoint, has conducted an interview process with interested contractors to identify a firm to serve as the construction agency for the Hillcrest Heat Mitigation Project. The selected contractor will be the district partner for the Lease-Leaseback Agreement and will accept the challenge of completing Phase I of the project this summer. The full packet of applications and scoring is on the GUSD website under the District Publications tab in the Contracting section.

Plan: For the Board to consider the Master Plan Committee recommendation based on the interview feedback received from Counterpoint.

Committee Recommendation: To select FRC, Incorporated as our general contractor and lease-leaseback partner for the Hillcrest Heat Mitigation Project

Action taken/comments

Motion _____ Second _____

Vote: GA:_____ PL:____ JK:____ AK:____ JM:_____

D. (p.94) Bank Signature Authority, Resolution #200511-1 (2 min.)

Situation: With the election of a new Board President and the transition to a new CBO, GUSD needs to change the signature authorization for multiple bank accounts.

Plan: For the newly authorized signatories to follow the process in person to add their signatures to the GUSD accounts.

Recommended motion: To approve Resolution #200511-1.

Action taken/comments

Motion _____ Second _____

Vote: GA:_____ PL:_____ JK:_____ AK:_____ JM:_____

VII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

VIII. 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

IX. <u>RECONVENE TO OPEN SESSION</u>

X. <u>PUBLIC REPORT OF ACTION ON ITEMS HEARD IN CLOSED SESSION</u> (2 min.)

Action taken/comments

Motion Second

Vote: GA:_____ PL:____ JK:____ AK:____ JM:____

- XI. <u>FUTURE BOARD MEETINGS</u>
 - A. June 8, 2021 at 5pm
 - B. June 15, 2021 at 5pm
 - C. July 23, 2021 at 5pm

XII. <u>ADJOURNMENT</u>

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 Elementary School Principal's Report-May 2021

Keri Pugno

Enrollment Report

	тк	к	1	2	3	4	5	Total
Enrollment for 2020-2021 (as of 5/7/21)	13	75	71	83	72	72	78	464
projected for 2021-2022	18	82	77	80	84	75	76	492

Attendance and Engagement Tracking

Month 1 Total: 98.97% Month 2 Total: 99.07% Month 3 Total: 98.98% Month 4 Total: 98.6% Month 5 Total: 98.5% Month 6 Total: 98% Month 7 Total: 98% Month 8 Total: 98.1% Month 9 Total: 98% TK: 98% Grade K: 98.3% Grade 1: 97% Grade 2: 97.6% Grade 3: 98% Grade 4: 98% Grade 5: 98%



Kindergarten Teachers Receive the Rotary Teacher(s) of the Year Award for Innovation

Members of the community nominated the amazing team of Gravenstein Kindergarten Teachers for this special award. In their nominations, it was noted how the Gravenstein Kindergarten Teachers worked collaboratively to prepare a program that would reach each child and help keep the magic of kindergarten alive- regardless of whether instruction was provided through a screen or in-person. In addition to the important academic foundation in reading and math skills that the Kindergarten Team covered through their whole class and small group daily zooms, the Team worked collaboratively to provide lessons in Science (Mrs. Redfern), Social Studies (Mrs. Trivunovic), Social Emotional Learning (Mrs. Crandall), and Writing (Mrs. Van Dyke). To maintain student engagement and instill an excitement for learning and school, the teachers also established many new activities while in Distance Learning: lunchtime stories read over zoom, open sharing time 2x week (following a weekly theme), recognition awards, Friday zoom music or dance parties. The K Team also worked to find creative ways for the students to safely participate in some of the most cherished activities and events that make Kindergarten so memorable. A few of these special events included: Halloween Costume Parade in the school courtyard, friendship valentines exchange, 100th Day Celebration, and virtual field trips (San Francisco Opera was a favorite!). The Kindergarten Teachers were surprised at the May Staff meeting when two Rotary representatives entered the classroom for a live presentation of flowers and the award. The K

Team was also invited to the 5/7/21 Rotary luncheon to celebrate receiving this award. After the presentation, our very own Mr. Carey interviewed the two Rotary presenters: <u>Original Interview Video (on iCloud)</u>

Just a Few More Gravenstein Highlights:

ELPAC Testing

This annual process is almost complete! By the end of the school year, all EL students are required to complete the ELPAC testing, either in-person or through remote testing.

- EL Support Classes Kathleen Byrne's before-school class for Kindergarten EL students continues to be a success!
- Social Emotional Learning and Mental Health

Rosie continues to work with teachers to visit classrooms to talk about topics concerning returning to campus. Rosie also helped to coordinate a visit by guest presenters from Kaiser who visited four classrooms to talk about the

- emotions children may feel about COVID, returning to school, and coping strategies that could help.
- Grade 4 Gold Rush Day
- Grade 3/5 Steelhead Release

New Gravenstein Garden is Growing!

The new garden looks amazing! Kathleen Byrne has continued to work with custodial staff and students to get the garden space ready for students. A huge thank you to our amazing community and local businesses for supporting garden programs in the school- Sebastopol Hardware and Grab-n-Grow Soil.



Gravenstein Art Mural

Art Enrichment Instructor, Nancy Ricciardi, is working with students to create mural panels for our campus. She has been working with students on campus as well as Distance Learners. Look at how it has progressed!





Live Band Classes

Nick Pulley has begun in-person Band lessons with grade 4 and 5 students. Fourth grade band students remain after the 12:30 dismissal one day a week to work with their instrument sectionals. Grade 5 students join together and play on Wednesday mornings on the Hillcrest Middle School campus.









GUSD May Board Report

Enrollment- as of 05/06/2021:

	6th	7th	8th	Total
2020/2021	92	111	81	284
2019/2020	113	81	86	281

Attendance Report for April

98.48% Attendance Rate

Projected Enrollment- 2021/2022

	6th	7th	8th	Total
2020/2021	93	112	81	286
2021/2022	85	100	115	300

Return to In Person Learning

Currently, we are serving -

6th graders- 53 7th graders- 75 8th graders- 43

60% of HMS Students are participating in IPI

Teacher of the Year-

7th & 8th Grade Science teacher Sergio Blanco was named Career Teacher of the Year by the Sebastopol Rotary. We surprised Sergio with the announcement during a schoolwide assembly on May 4th. He was also honored at a Rotary Club luncheon on May 7th. As well as receiving the honor he also received a check for \$1000 from Rotary. Congratulations to Mr. Blanco!

8th Grade Graduation-

With the ever changing state and county guidelines involving health and safety and ongoing concerns from our school community, Hillcrest has made the decision to hold a hybrid virtual/drive thru graduation ceremony. This is the same model that we used last year that was very successful for all of our Hillcrest families.

The drive thru ceremony will allow each student and their families to get out of their vehicle, have their names read, receive their diploma and have pictures taken. The drive thru ceremony will take place in front of Hillcrest Hall from 9:00 am to 2:00 pm on Friday June 4th- giving families a window of time to come to Hillcrest for the ceremony.

On the evening of June 4th, we will post a professionally created Graduation video that will include speeches from students and teachers, awards being given and all the students' names being read.

In the coming weeks, we will be sharing more information and important dates for Graduation.

Graduation Caps and Yard Signs

On Friday May 7th, HMS 8th graders who were on campus received their yard signs and graduation caps at the end of the school day. For those students who are continuing in Distance Learning, they can come to the Hillcrest Office between the hours of 8:45- 4:00 starting Monday May 10th to pick up a yard sign and cap.

Graduation Singer & Speaker Auditions-

We are looking for 8th graders who would like to speak and sing for this year's graduation ceremony. Singers- please film yourself singing either The Star Spangled Banner or Green Days "Time of your Life".

Speakers- please film yourself giving a speech - trying to keep it around 2-3 minutes- about what you will remember about your Hillcrest experiences.

Student Teachers-

Again this year, Hillcrest Middle School is working with Sonoma State University to offer placement for Student Teachers. For this last year we were able to offer placement to four future educators.

In Person and Virtual Spirit Week-

The Hillcrest Leadership Class hosted another spirit week. The days were as follows-

Monday 4/26 Superhero Day Tuesday 4/27 Twin Day Wednesday 4/28 Career Day Thursday 4/29 Tacky Tourist Day Friday 4/30 Hillcrest Spirit Wear 5:35 PM

04/15/21 Accrual Basis

Gravenstein Parent Association Balance Sheet As of March 31, 2021

	Mar 31, 21
ASSETS	
Current Assets	
Checking/Savings	
Exchange Bank Checking	258,573.22
Exchange Bank Savings	257,098.88
Paypal	1,104.70
Venmo	239.00
Total Checking/Savings	517,015.80
Other Current Assets	4.040.00
Prepaid expenses	1,246.00
Total Other Current Assets	1,246.00
Total Current Assets	518,261.80
TOTAL ASSETS	518,261.80
LIABILITIES & EQUITY	<u> </u>
Equity GSF Reserve Transfer	95,504.87
	375,225.33
32000 · Retained Earnings Net Income	47,531.60
Net income	47,551.00
Total Equity	518,261.80
FOTAL LIABILITIES & EQUITY	518,261.80

5:35 PM

04/15/21

Accrual Basis

Gravenstein Parent Association Profit & Loss Budget Performance March 2021

	Mar 21	Budget	\$ Over Budget	Jul '20 - Mar 21	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense Income							
Parent Donations	2,335.00	2,795.34	-460.34	42,488.43	25,157.98	17,330.45	33,544.00
Special Fundraising Inc							
AmazonSmile	0.00	0.00	0.00	346.56	156.16	190.40	327.00
Book Fair	0.00			0.00	0.00	0.00	0.00
Boots, Beer and Bubbly Event	0.00			0.00	0.00	0.00	0.00
Box Tops	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Color Run	0.00	1671.5	12.23	0.00	0.00	0.00	0.00
Escrip	122.56	113.34	9.22	949.64	1,019.98	-70.34	1,360.00
Jog a Thon	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Movie Night	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Network for Good FB Fundraiser Pancake Breakfast	0.00	14.16	-14.16	170.00	127.52	42.48	170.00
Parking Space Raffel	0.00 0.00	0.00	0.00	0.00	0.00	0.00 0.00	0.00
Read-a-Thon	0.00	1,125.00	-1,125.00	0.00	10,125.00	-10,125.00	13,500.00
See's Candy	0.00	0.00	0.00	0.00	0.00	-10,125.00	0.00
Skate Night	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Spirit Wear	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wrapping Paper	5,047.10	333.34	4,713.76	5,047.10	2,999.98	2,047.12	4,000.00
Total Special Fundraising Inc	5,169.66	1,585.84	3,583.82	6,513.30	14,428.64	-7,915.34	19,357.00
Corporate Matching	630.00	316.66	313.34	7,225.00	2,850.02	4,374.98	3,800.00
Spr 2020 SCOE Contribution	0.00	2,178.34	-2,178.34	26,140.00	19,604.98	6,535.02	26,140.00
Interest income	6.55	30.00	-23.45	83.53	270.00	-186.47	360.00
Other Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	8,141.21	6,906.18	1,235.03	82,450.26	62,311.62	20,138.64	83,201.00
Gross Profit	8,141.21	6,906.18	1,235.03	82,450.26	62,311.62	20,138.64	83,201.00
Expense							
General & Admin Expense							
Bank Fees	317.42	199.66	117.76	2,369.60	1,797.02	572.58	2,396.00
Bookkeeping	0.00	584.34	-584.34	3,717.00	5,258.98	-1,541.98	7,012.00
Filing Fees	20.00			20.00			
General Liability	0.00	108.66	-108.66	1,304.00	978.02	325.98	1,304.00
Lawyers Fees Merchant Fees	0.00			0.00	0.00	0.00	0.00
Misc. Expense	33.56 0.00			307.66	0.00	307.66	0.00
Newsletter	0.00			0.00	0.00	0.00	0.00
Office Supplies	175.35	50.00	125.35	0.00 295.27	0.00	0.00	0.00
Postage	0.00	10.00	-10.00	0.00	450.00 90.00	-154.73 -90.00	600.00
Printing	0.00	50.00	-50.00	0.00	450.00	-450.00	120.00 600.00
Tax Return Preparation	0.00	00.00	-00.00	810.00	810.00	-450.00	810.00
Taxes	0.00	300.00	-300.00	75.00	2,700.00	-2,625.00	3,600.00
Website	0.00	18.25	-18.25	0.00	164.25	-164.25	219.00
Total General & Admin Expense	546.33	1,320.91	-774.58	8,898.53	12,698.27	-3,799.74	16,661.00
Independent Contractors							,
Art	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Athletics	0.00	416.66	-416.66	0.00	3.750.02	-3,750.02	5,000.00
Chorus	0.00	770.84	-770.84	5,750.00	6,937.48	-1,187.48	9.250.00
Drama	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5:35 PM

04/15/21

Accrual Basis

Gravenstein Parent Association Profit & Loss Budget Performance March 2021

	Mar 21	Budget	\$ Over Budget	Jul '20 - Mar 21	YTD Budget	\$ Over Budget	Annual Budget
Science	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Independent Contractors - Other	0.00			0.00	0.00	0.00	0.00
Total Independent Contractors	0.00	1,187.50	-1,187.50	5,750.00	10,687.50	-4,937.50	14,250.00
School Support Expenses							
8th Grade Dinner	0.00	250.00	-250.00	0.00	2,250.00	-2,250.00	3,000.00
Kinder Kick Off Event	0.00			0.00	0.00	0.00	0.00
Staff Appreciation Luncheon	0.00			0.00	0.00	0.00	0.00
Staff Water Delivery-Alhambra	349.22	90.00	259.22	1,070.39	810.00	260.39	1,080.00
Teacher Mini Grants-\$500 Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Teacher Support \$350@48 Teacher	0.00	1,312.50	-1,312.50	15,750.00	11,812.50	3,937.50	15,750.00
Teacher/Staff Appreciation Week	0.00	833.34	-833.34	3,449.74	7,499.98	-4,050.24	10,000.00
Total School Support Expenses	349.22	2,485.84	-2,136.62	20,270.13	22,372.48	-2,102.35	29,830.00
Special Fundraising							
Book Fair Expense	0.00			0.00	0.00	0.00	0.00
Boots, Beer and Bubbly Expense	0.00	-800.00	800.00	0.00	3,800.00	-3,800.00	3,905.00
Color Run Expense	0.00			0.00	0.00	0.00	0.00
Jog-a-Thon Expense	0.00			0.00	5,664.79	-5,664.79	5,664.79
Misc Promotional	0.00	0.00	0.00	0.00	0.00	0.00	78.48
Movie Night Expense	0.00			0.00	400.00	-400.00	400.00
Pancake Breakfast Expense	0.00			0.00	852.72	-852.72	852.72
Read a Thon Expense	0.00			0.00	0.00	0.00	0.00
See's Candy Expense	0.00	0.00	0.00	0.00	18,448.85	-18,448.85	18,448.85
Skate Night Expense	0.00			0.00	34.61	-34.61	34.61
Spirit Wear Expense	0.00			0.00	0.00	0.00	0.00
Total Special Fundraising	0.00	-800.00	800.00	0.00	29,200.97	-29,200.97	29,384.45
Total Expense	895.55	4,194.25	-3,298.70	34,918.66	74,959.22	-40,040.56	90,125.45
Ordinary Income	7,245.66	2,711.93	4,533.73	47,531.60	-12,647.60	60,179.20	-6,924.45
ome	7,245.66	2,711.93	4,533.73	47,531.60	-12,647.60	60,179.20	-6.924.45



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.

GPA Board Meeting Agenda 3-16-21 6:00 pm Online Zoom Meeting

Members present: Erin Hillmer, Beth Dawson, Ben Kaun, Allison Herman, Christina Connelly, Maggie Zavala,

Members Absent: Ana Horta

Non-members present: Daniela, Amber, Allison Rich, Brittany Smith, Megan Kaun, Ashley Cochran, Vanessa, Amy Hudgens

A. Welcome new faces and brief introductions

B. Public Comment on Non-Agenda Matters

C. Secretary's Report

1. Approval of board minutes from Feb 16, 2021 Beth motions to approve, Ben seconds, Sarah abstains, all other members approve

D. Description of Role/Function and Updates from Subcommittees

(How have roles functioned in the past and during DL, what might it look like next year)

1. Special Events/Fundraising Outcomes and Planning (Sarah Tendall, Maggie Zavala)

Overview: Special events including jog-a-thon, read-a-thon, Boots and Bourbon event, read-a-thon, community-building events (movie at Hillcrest), pancake breakfast,

Scholastic just finished- ran for a week, raised a little under 2k. Local rep said we might be able to do in-person or another fair in the fall. Read-a-thon is coming up, date will be finalized tonight, with getting back to school, spring break, etc.- easier in a few weeks when things have settled down.

- 1. Finance (Ben Kaun, Mike Bollinger)
 - 1. **Overview:** coming up with yearly budget earlier in the year (2-3 months into the school year), bookkeeper is hired to offset the work, other than that, only as things come up.
 - 2. Switching bookkeeper, background check and reference cleared, now they are transitioning. There may be a little overlap this month, but from then out it will be all Shelly. Elephant Ear has offered to let us use their office for drop off and pick

up. Shelly will come up on a weekly basis to drop off and pick up so we will figure out that timing. Backup would be to use the Kaun's house as a pickup drop off location

- 3. A little bump in donations Dec/Jan. There is some tapering happening now. Looks like we will be close to projection. A loss, but we have reserves, so not a problem for now.
- 4. New Charleston Wrap check got dropped off at Elephant Ear, Erin will check to see if it made it into the financial report
- 5. Hillcrest has requested for GPA to purchase yard signs for graduation- since GPA typically funds the graduation dinner, we have budgeted for it. They will pay and we will reimburse them.
- 6. Question about allocation of funds in an unknown year: We had a definitive budget by December, we gave general descriptions for some wiggle room, requests come in to approve on a case-by-case basis. Last year we had a slight surplus, this year we will have a slight deficit.
- 1. Governance (Mike Bollinger, Ana Horta)
 - 1. **Overview:** writes an MOU with the district, stays up to date on bylaws, meets about once every quarter
- 1. Communications (Erin Hillmer, Beth Dawson)
 - 1. **Overview:** writing up the Monday Messages, newsletter, manage the email list in mailchimp, website, facebook and Instagram. Big item will be pledge packet coming up at the end of the school year, into summer. We have a canva account for the graphics, etc.
 - 2. Pledge packet/enrichments: the tentative plan is to have full enrichments, but we have to wait and see about what the guidelines will be to determine enrichments and how many per grade level, etc.
- 1. School Liaison (Alison Herman)
 - 1. **Overview**: goes to both schools and checks mailboxes, gives checks to the bookkeeper, water delivery?

E. Hillcrest Movie Night-Alison Rich

On behalf of the student council, they want to do something, but there is not much they can do! They really wanted to do a drive-in movie. Community venues are very expensive, so they're trying to find another way. They want to have Hillcrest have grade-level movie nights in May. Screen and sound system can be borrowed from El Molino. The ask is: co-hosting a movie night with GPA because student council is 2 teachers and a handful of students. They need help running all three events. They're in the beginning stages of planning, want to figure out how to work together- it would be a free event but maybe sell candy, etc., split the profits. Guidelines are unknown at this point as far as how many people can be there, etc. Student council does have money, but they need the manpower to make sure the events are successful and safe.

They will be orchestrating and leading it, and delegating to GPA. It could even be done with social distancing, masks, spacing, etc. It would be over 2 weekends, potentially based on how many people want to come. They will need help with recruiting volunteers, and mostly crowd control. They will have another meeting on Thursday for student council. Allison Rich will come back to the board meeting in April to report out and check in.

E. Allow for Q&A from new attendees related to roles, function, etc

1. What is the time commitment? Once a month, a meeting, other than that 1-2 hours a month. Times for heavier and lighter lifting, but there is space for anyone. A couple posts a month, etc. for communication, . Governance 1 hour every three months. Fundraising there is more, but big events will be with teams and recruit more volunteers to delegate

2. Will there be recruitment for new board members? It's a tricky time to recruit, but it will be put into Monday Messages. Potentially some signage as we get back to in-person at the sites

Elise Antolic made the pretty signs, she might be able to put something together with some notice.

F. Enrichment Classes in April, May, June 2021

- 1. Does the return to in-person learning change staffing needs or current structure
 - Gravenstein: the independent contractors won't change. Burrows will continue to do virtual, coach Paige will not be doing lessons. Request for an updated cover letter with the suggested amount. It's tricky if we don't know how much we will be asking. It could be good to put what we typically spend on enrichment teachers, what a typical ask is. Keri has been sending out acceptance letters on the 15th of every month. The plan is for full enrichments next year. Communications committee will put together a flyer to send along with acceptance letters with a general description of GPA, what it provides, and the monetary ask in previous years. (the yearly cost as well?)

E. 20-21 School year Board Planning and Projection

1. Intent to return. Board elections will be in May- we will need to know by then.

GPA Appreciation:

Keri shared a document of appreciation from staff for the staff appreciation from GPA. Very sweet words of support and gratitude, we can share out on social media or ?.

E. Principal's Reports:

Gravenstein: all staff with 2 exceptions are coming back to working on campus, one teacher and one IA. All staff have been offered the vaccine, the excitement is high. 4th grade has started coming in person in the afternoons for a science project. First official courtyard COVID screening was today. Waiting for the final families to commit to DL or in-person, they have until tonight then they will be called. TK-K, 5 days/week for 3 hours, 1-5 4 days/week 3-4 hours.

Hillcrest: 6th grade students will all be in the gym, 7th graders will be outside in tents, 8th graders will be on the duckpond. They will be in larger groups while the school board takes on the issues in different classrooms, ventilation, etc. High # will be coming on campus for 6-7th grade, smaller amount for 8th. Looking forward to having students back on. Only one IA who is on maternity leave will not be coming back. Big shout out to the amazing staff and teachers, and GPA makes it possible with teacher grants, and support.

F.. Superintendent's Report

Keri and Will have covered most of it. Very impressed with everyone's hard work with DL first, now with getting back to campus. Looking forward to seeing all the kids come in the office for their tests and come on campus ©

Erin Hillmer motions to adjourn at 7:19, Christana Connelly seconded, all in favor



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.

GPA Board Meeting Agenda 4-20-21 6:00 pm Online Zoom Meeting

- A. Welcome new faces and brief introductions
- **B.** Public Comment on Non-Agenda Matters

C. Secretary's Report

1. Approval of board minutes from March 16, 2021

D. Description of Role/Function and Updates from Subcommittees

- 1. Special Events/Fundraising Outcomes and Planning (Sarah Tendall, Maggie Zavala)
 - a. Read a thon updates
 - b. School Movie Night @ Hillcrest
- 2. Finance (Ben Kaun, Mike Bollinger)
- 3. Governance (Mike Bollinger, Ana Horta)
- 4. Communications (Erin Hillmer, Beth Dawson)
 - a. GPA website: The current hosting and domain name is up for renewal. Do we want to continue to have a website that is separate from the primary GUSD site?
- 5. School Liaison (Alison Herman)
 - a. Review pickup policy and dates with new bookkeeper

E. Allow for Q&A from new attendees

F. GPA Board Election on May 18th, 2021

- 1. Process for nominating new members includes self-nomination or nominating another person.
- 2. Voting process: All attendees who are parents/guardians of a GUSD student and are present at the meeting on May 18th are eligible to vote in new board members.

- Intent to Return for each board member can be stated today
 Ongoing Recruitment: Please continue to actively recruit!

E. 2021-22 School year and Projection for Enrichments

1. Process for communication and next steps for GPA pledge donation

E. Principal's Reports:

F.. Superintendent's Report

Gravenstein Union School District Facilities Report May 2021

Heat Mitigation Project Update: The Mechanical Unit upgrade portion of the project has reached the initial DSA review process and tracking for full approval hopefully by the end of May. Proposals were turned in to Counterpoint and based on a scoring matrix of proposal requirements and pricing. Results came in with FRC, Inc. scoring 379, GCCI with 360, and Wright at 356. Counterpoint has recommended going off the score which includes qualification factors and providing the best value which would be FRC, in this instance. FRC, Inc. has worked on a project for us in the past, and we feel that they will lead a successful project for us this summer. The plan would have the FRC to start the process of ordering supplies towards the end of May, once under contract. The goal is to have construction starting June 7th and with a finishing date of August 13th.

Inspection Services for Hillcrest Heat Mitigation Services. We have received two separate proposals for the necessary inspection services for the upcoming heat mitigation project. The first proposal is for project inspector under the name Locus Construction Services, Ryan Anderson. The role of the project inspector is to monitor the progress of the job and to ensure that the plans are being followed and everything within the project is compliant to the DSA building code. They also are responsible for coordinating special inspections with other firms when they arise such as soils, torque testing, concrete mix design and placement to name a few. The anticipated cost for the project inspector is \$11,520.00. Additionally, they will attend construction meetings, upload the proper DSA documentation to the DSA box.

The second proposal is for Special Inspection Services from LACO Associates. Their scope is responsible for testing the rebar for strength, concrete mix design, concrete plant batch inspection, and concrete placement as well as taking samples of the concrete to test for appropriate strength as specified for the project. Additionally, they will observe the anchor installation for the outside condensing units and pull test the anchors. They also will be responsible for filling out DSA form 291 (verification documents) and putting them on the DSA box. The anticipated cost for these services is \$4,301.00.

Co2 Sensors arrived and have been installed. We received our Co2 sensors and have them all up and running at both school sites. We have it set up to receive alerts if Co2 levels reach above 1100 which is what the state of California has set for the parameter. We have reached about almost a week at this point and all observations are well below that parameter. The online dashboard allows us to monitor any room at any time and we can monitor additional values such as temperature/humidity, motion, lighting, TVOCs, and barometric pressure. I find this to be a very helpful tool that gives us the data to monitor Co2 so we can gauge ventilation in our classrooms. Attached is a snapshot of the readings from the app for both schools with school in session.

Summer Projects

We are rapidly approaching summer, and with that we are looking at repairing or replacing items that are tougher to do during the school year. The following list excludes the standard list of cleaning of classrooms, classroom furniture, scrub restrooms, shampoo of carpets, classroom rugs, waxing floors, cleaning windows, mowing and other related grounds work. Other miscellaneous items such as work orders, and other ongoing various repairs/maintenance will continue and are not listed below. List is subject to change and adding additional items.

Gravenstein:

Replacing carpeting in various classrooms Phone system replacement? Pavement repair at staff parking lot Tree trimming at front entrance Continue painting at various locations

Hillcrest:

Replace damaged and uneven concrete at Hillcrest New carpeting at classrooms Phone system replacement? Ball field rework, improvement Continuing painting at various locations.

	.)					
All Asset	s 56	Neods Correction	O w	thin Range	56 Offline	0
Gravenstei	in Unified School District					
🛩 GRA	AVENSTEIN SCHOOL	3840 Twig Ave, Seb	astopol, CA 95472, U	nited States		Menu 🗸
	GS-LEARNING LAB air Quality 24e1241265046900		CO2: TVOC: 309.0ppm 31.0p Humidity: Trap: 43.5% 0.14	^r emperature: pb 70.0°F	May 06 2021 09:29:49 AM (P	100.0%
Ų ⁴	GS-MPR Air Quality 24e124128b02282 (CD2: Motion: 374.0ppm Detect Temperature: Humidit 67.0°F 47.5% Value: frap: 1016 0.365	ted 81.0ppb	May 06 202 I 09:22:48 AM (P	
ψ	GS-OFFICE Air Quality 24/9124128b0/6546		Motion 262.0ppm Detect Temperature Humidit 74,0°F 38.5% Irap: Value: 0.711 1016	ted 158.0ppb y. Numination	May 06 2021 09:12:44 AM (P.,,	
v	GS-RM 01 Air Ouailty 24e124128b021659		O2: Motion: 386.0ppm Detect Temperature: Humidit 65.9°F 50.0% Trap: Value: 1.647 1016	ted 365.0ppb	May 06 202 ! 09:18:17 AM (P	1081 Q=
Ş	G5-RM 02 Ar Osality 24# 174 (280044834		CO25 164.0ppm Detect Icome ature: Humdit 66.8°F 48.0% Value: Trap: 1016 0.518	ted 115.0ppb	May 06-2021 09:23:48 AM (P	163 Q
ųď	GS-RM 03 Air Qualicy 24e 124 1285045 153		CO2: Motion: 394.0ppm Detec Temperature: Humiditi 63.0°F 53.0% Value: Trap: 1016 0.473	ted 105.0ppb	May 05 2021 09:23:46 AM (P.,,	160101
~	GS-RM 04 Air Duality 24e124128b043616		CO2: Motion: 532.0ppm Detect Temperature: Humidit; 60.3° F 58.5% Trap: Value: 0.95 1017	ted 211.0ppb	May 06 2021 09:25:17 AM (P	100.0%
Ŷ	GS-RM 05 Air Quality 24e124128b044582		C02: Motion: 273.0ppm Detect Temperature: Humidity 60.0°F 60.5% Irap: Value: 0.378 1017		May Ob 2021 (19:24:47 AM (P	100 17
s.	GS-RM 06 Air Quadry 269 124 1285045689		CO2: Motion: 206.0ppm Detect femperature: Humidity 60.3 ° F ₽7/0%		May 05 202 I 09 20:29 AM (P	2001. 1001

Board Report

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Check Dat	Check	1 through 04/30/2021		Board Meeting Date I	
Number	Date	Pay to the Order of	Fund-Object Comment	Expensed Amount	Checi Amoun
1828750	04/01/2021	Office Depot	01-4390 School Supplies-Gravenstein	5.40	
			03-4310 Class Supplies for Reopening	134.58	
			Class Supplies- Team 3	115.96	
			Class Supplies- Team K	129.93	
			School Supplies-Gravenstein	14.94	
			03-4390 School Supplies-Gravenstein	62.01	
			04-4350 District Office Supplies	426.43	
			04-4390 Graduation Certificate Covers	259.58	1,148.83
1828751	04/01/2021	Advanced Security Systems	01-5800 Fire Alarm Monitoring 2020-21	7.92	
			03-5800 Fire Alarm Monitoring 2020-21	91.08	99.00
1828752	04/01/2021	AT&T Mobility	01-5840 Wireless Service - year 1	71.19	
			03-5840 Wireless Service - year 1	854.30	
			04-5840 Wireless Service - year 1	498.34	1,423.8
1828753	04/01/2021	Clover-Stornetta Farms Inc.	13-4700 Milk Purchases 2020-21		65.0
1828754	04/01/2021	Focused Behavioral Solutions	04-5830 Focused Behavioral Solutions		200.0
1828755	04/01/2021	Gopher Sport, Play With a Purpose	01-4310 Covid-19 Testing Location Equipment	42.46	
			03-4310 Covid-19 Testing Location Equipment	488.21	530.6
_1828756 o	04/01/2021	School Services Of California	01-5200 Registration: New LCAP Template Workshop	19.50	
			03-5200 Registration: New LCAP Template	234.00	
			Workshop 04-5200 Registration: New LCAP Template Workshop	136.50	390.00
1828757	04/01/2021	U.S. Bank Corporate Payment	01-4310 Covid- Class Supplies	169.39	
			01-4400 Standing Desk-Secretary	129.89	
			01-4440 Battery for Wanda's laptop	1.62	
			Covid- Amplifiers	81.81	
			01-5830 Covid 19- Testing Supplies	5.42	
			03-4310 Class Supplies -Beth T	45.44	
			Covid- School Supplies	22.91	
			03-4400 Standing Desk Covid	838.90	
			03-4440 Battery for Wanda's laptop	19.41	
			Covid- Equipment Tech		
				940.86 65.05	
			03-5830 Covid School Supplies		
			04-4210 Books- Counseling Library	171.95	
			04-4310 Covid- Class Supplies	1,043.54	
			HMS Ourdoor Ed-Covid 04-4440 Battery for Laptop-WH	4,676.22 11.32	
The preceding	Checks have bee	en issued in accordance with the District's Policy and author	prization of the Board of Trustees. It is recommended that the	ESCAPE	ONLIN
		(Limited to Checks issued from the COUNTY bank accou			Page 1 c

Board Report

Number	Check Date	Pay to the Order of	Fund-Object Comment	Expensed Amount	Check Amount
1828757	04/01/2021	U.S. Bank Corporate Payment	04-5830 Covid -School Supplies	37.95	Anount
			40-6240 Division St. Architect Filing Fees	8,290.70	16,552.38
1828758	04/01/2021	Verizon	01-4440 Verison Hotspots- Grav and Hillcrest	5.70	10,002.00
			03-4440 Verison Hotspots- Grav and Hillcrest	68.42	
			04-4440 Verison Hotspots- Grav and Hillcrest	39.91	114.03
1828759	04/01/2021	Virco	01-4310 Furniture for Grav K/1	222.35	111.00
			03-4310 Furniture for Grav K/1	2,557.08	2,779.43
1828760	04/01/2021	Vision Service Plan	01-9574 Employee's Vision Plan Coverage 2020-21		2.059.20
1829854	04/08/2021	Clover-Stornetta Farms Inc.	13-4700 Milk Purchases 2020-21		39.00
1829855	04/08/2021	Mirimus, Inc.	01-5830 Covid-19 DistrictTesting 2020-21	16.20	00.00
			03-5830 Covid-19 DistrictTesting 2020-21	60.00	
			04-5830 Covid-19 DistrictTesting 2020-21	23.80	100.0
1829856	04/08/2021	Office Depot	03-4310 Class Supplies for Re-opening	75.41	100.01
			Class Supplies for Reopening	33.10	
			04-4310 School Supplies-Covid-19 -Hillcrest	72.28	180.7
1829857	04/08/2021	Pacific Gas & Electric	01-5520 Electric and Gas for 2020-21 @	196.26	100.1
			Gravenstein	,	
			03-5520 Electric and Gas for 2020-21 @ Gravenstein	2,666.78	
			04-5520 Electric and Gas for 2020-21 @ Hillcrest	2,648.80	5,511.8
1829858	04/08/2021	DeBolt, Shannon M	03-4310 Reimb. Class Supplies Covid	_,	44.5
1829859	04/08/2021	Basque, Nicole M	03-4310 Reimb. Class Supplies Covid		46.3
1829860	04/08/2021	Clements, Colleen M	04-4340 Reimb. Flocabulary Clements	96.00	
			04-4400 Reimb. Standing Desk(Covid)	210.58	306.5
1829861	04/08/2021	Clement, Kadie L	01-4310 Class Supplies		76.8
1829862	04/08/2021	Coulter, Elina L	01-5862 Reimb. Fingerprints	1.25	
			03-5862 Reimb. Fingerprints	15.00	
			04-5862 Reimb. Fingerprints	8.75	25.0
1829863	04/08/2021	Ally Technology Consulting LLC	01-5840 IT Consultant 2020-21	162.50	
			03-5840 IT Consultant 2020-21	1,950.00	
			04-5840 IT Consultant 2020-21	1,137.50	3,250.0
1829864	04/08/2021	American Storage LLC	01-5830 Storage Container for Gravenstein USD	12.00	
			03-5830 Storage Container for Gravenstein USD	138.00	150.0
1829865	04/08/2021	Dept Of Justice, Acctg Office	01-5862 Fingerprinting for staff 2020-21	1.60	
			03-5862 Fingerprinting for staff 2020-21	19.20	
			04-5862 Fingerprinting for staff 2020-21	11.20	32.0
1829866	04/08/2021	RTW Health Services, LLC	01-5830 Coordinate and Execute Covid -19 Site Testing	627.75	
		en issued in accordance with the District's Policy ar . (Limited to Checks issued from the COUNTY ban	nd authorization of the Board of Trustees. It is recommended that the	ESCAPE	ONLIN Page 2

Board Report

Checks Date	d 04/01/202	1 through 04/30/2021		Board Meeting Date M	ay 11, 202
Check Number	Check Date	Pay to the Order of	Fund-Object Comment	Expensed Amount	Check
1829866	04/08/2021	RTW Health Services, LLC	03-5840 Coordinate and Execute Covid -19 Site Testing	7,533.00	
			04-5840 Coordinate and Execute Covid -19 Site Testing	4,394.25	12,555.00
1829867	04/08/2021	SyTech Solutions	01-5830 Document Management Services 2020-21	12.52	
		the states of th	03-5830 Document Management Services 2020-21	150.30	
			04-5830 Document Management Services 2020-21	87.68	250.50
1829868	04/08/2021	U.S. Bank Corporate Payment	01-4310 Amazon- Pop up tent-Grav	34.23	200100
			01-4362 District Fuel	6.92	
			01-4380 Home Depot-Maint Supplies	2.87	
			03-4310 Amazon -Covid Supplies	404.92	
			03-4362 District Fuel	83.14	
			03-4380 Home Depot-Maint Supplies	34.40	
			04-4310 Amazon-Covid Supplies	251.31	
			04-4362 District fuel	48.50	
			04-4380 District Fuel	20.07	
			04-4390 Amazon-Basketball nets-HMS	43.24	
			13-4390 Amazon-Soap Grav Ktchn	48.31	977.91
51830862	830862 04/15/2021 AT&T Calnet 3	AT&T Calnet 3	01-5911 Gravenstein AT&T CALNET 3 Charges 2020-21	37.19	
			03-5911 Gravenstein AT&T CALNET 3 Charges 2020-21	443.53	
			04-5911 Gravenstein AT&T CALNET 3 Charges 2020-21	221.06	
			Hillcrest AT&T CALNET 3 Charges 2021-2	1 67.30	769.08
1830863	04/15/2021	Counterpoint Construction Services, Inc.	40-6200 Facilities Project Management Services	3,840.00	
			Hillcrest Temperature Mitigation	4,060.00	7,900.00
1830864	04/15/2021	Office Depot	03-4310 Class Supplies for Re-opening		63.91
1830865	04/15/2021	Presence Learning, Inc.	04-5830 Flat Rate SLP Services Contract FY21		10,762.09
1830866	04/15/2021	U.S. Bank Equipment Finance	01-5631 Copier Lease for Schools and DO for 2020-21	35.27	
			03-5631 Copier Lease for Schools and DO for 2020-21	423.38	
			04-5631 Copier Lease for Schools and DO for 2020-21	246.98	705.63
1831984	04/22/2021	Sully, Petria	03-4310 Vinyl Spots	28.35	
		AND A DESCRIPTION OF A DATE OF	Welcome Back Braclets	36.04	64.39
1831985	04/22/2021	Alpha Analytical Laboratories,	01-5830 Water testing for Gravenstein	2.56	
The preceding C	hecks have be	en issued in accordance with the District's Policy and authorization of th	e Board of Trustees. It is recommended that the	ESCAPE	ONLIN
		. (Limited to Checks issued from the COUNTY bank account.)		L	Page 3 c

020 - Gravenstein Union School District

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Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object Comment	Expensed Amount	Check Amount
1831985	04/22/2021	Alpha Analytical Laboratories,	03-5830 Water testing for Gravenstein	29.44	ranount
			04-5830 Water testing for Hillcrest	32.00	64.00
1831986	04/22/2021	Clover-Stornetta Farms Inc.	13-4700 Milk Purchases 2020-21	02.00	32.50
1831987	04/22/2021	Loud and Clear, Inc.	04-4440 Portable Audio System		6,874.01
1831988	04/22/2021	Presence Learning, Inc.	01-5830 Flat Rate SLP Services Contract FY21	31.26	0,014.01
			03-5830 Flat Rate SLP Services Contract FY21	375.18	
			04-5830 Flat Rate SLP Services Contract FY21	93.56	500.00
1831989	04/22/2021	Santa Rosa City Schools	01-4710 Lunch Program for 2020-21	1,266.00	000.00
			13-4710 Lunch Program for 2020-21	2,784.00	4,050.00
1831990	04/22/2021	Sporrer, Kelly A	04-4310 Reimb. DL Science	88.40	4,000.00
			04-4340 Reimb. TPT- Science	63.96	152.36
1831991	04/22/2021	Dellosa, Michelle N	01-4310 Reimbursement -Class Supplies	00.00	95.08
1831992	04/22/2021	McDowell, Matthew M	04-4440 Reimb. USB Ex. Cable		50.00
1831993	04/22/2021	Byrne, Kathleen N	03-4310 Reimb. Class Supplies	28.87	00.00
			Reimb. Soil Delivery	87.00	115.87
1831994	04/22/2021	Carey, Paul R	01-4310 Reimb. Stem Grav	12.10	110.01
			03-4310 Reimb. Stem DL	139.21	151.31
1831995	04/22/2021	Wittenberg, Rachel R	04-4310 Reimb. Printer Ink	100.21	43.24
1831996	04/22/2021	Benz, Richard J	01-5862 Reimb. Fingerprints	1.25	40.24
Sec. 1	and the second second		03-5862 Reimb. Fingerprints	15.00	
			04-5862 Reimb. Fingerprints	8.75	25.00
1831997	04/22/2021	ACSIG	01-9573 Employee's Dental Plan Coverage 2020-21	0.10	9,380.50
1831998	04/22/2021		01-5200 CASBO- Accounts Payable	30.50	0,000.00
			03-5200 CASBO- Accounts Payable	366.00	
			04-5200 CASBO- Accounts Payable	213.50	610.00
1831999	04/22/2021	Dept Of Justice, Acctg Office	01-5862 Fingerprinting for staff 2020-21	6.40	010.00
	0 11202021		03-5862 Fingerprinting for staff 2020-21	76.80	
			04-5862 Fingerprinting for staff 2020-21	44.80	128.00
1832000	04/22/2021	Quattrocchi Kwok Architects	40-6210 Architectural Services-HMS Heat Mitigation Project	6,934.31	120.00
			40-6215 Architectural Services-HMS Heat Mitigation Project	215.69	7,150.00
1832001	04/22/2021	Ray Morgan Company	01-5633 Copier Contract Charges 2020-21		1,298.77
1832002	04/22/2021	Recology Sonoma Marin	01-5560 Recology-Gravenstein	73.82	
			03-5560 Recology-Gravenstein	848.94	
			04-5560 Recology-Hillcrest 2020-21	649.50	1,572.26
1832003	04/22/2021	SchoolOutlet.com	01-4400 Desk Guards- District	102.91	
			03-4400 Desk Guards- District	1,234.95	
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Board Report

Checks Dat	Check	1 through 04/30/2021 Pay to the Order of		oard Meeting Date	
Number	Date		Fund-Object Comment	Expensed Amount	Check
1832003	04/22/2021	SchoolOutlet.com	04-4400 Desk Guards- District	720.38	2,058.24
1832004	04/22/2021	Stephen Roatch Accountancy	01-5821 2020-21 Audit Contract	89.65	
			03-5821 2020-21 Audit Contract	1,075.80	
			04-5821 2020-21 Audit Contract	627.55	1,793.00
1832005	04/22/2021	ULINE, INC.	01-4400 Portable Safety Barrier - Powder Coated, Flat Feet	81.23	
			03-4400 Portable Safety Barrier - Powder Coated, Flat Feet	934.18	1,015.4
1832006	04/22/2021	Weeks Drilling & Pump Co. Inc.	01-5530 Gravenstein Elem Water Service for 2020-21	38.00	
			03-5530 Gravenstein Elem Water Service for 2020-21	437.00	
			04-5530 Hillcrest Water Service for 2020-21	609.14	1,084.1
1832007	04/22/2021	myDevices, Inc.	01-5830 CO2 Sensors-District	941.03	
			03-5830 CO2 Sensors-District	11,292.30	
			04-5830 CO2 Sensors-District	6,587.17	18,820.5
1832008	04/22/2021	Byrne, Kathleen N	03-4310 Reimb. Garden Supplies		136.3
1832009	04/22/2021	All-Guard Alarm Systems, Inc	03-5800 Alarms-Hillcrest & Gravenstein 2020-21 SY	943.78	
			04-5800 Alarms-Hillcrest & Gravenstein 2020-21 SY	668.72	1,612.5
1832010	04/22/2021	Ally Technology Consulting LLC	01-4340 Technology Purchases for Grav and HMS	646.77	
			01-4440 Technology Purchases for Grav and HMS	7,352.15	
			01-5840 Technology Purchases for Grav and HMS	31.58	
			03-4340 Technology Purchases for Grav and HMS	7,437.76	
			03-4440 Technology Purchases for Grav and HMS	84,549.82	
			03-5840 Technology Purchases for Grav and HMS	362.81	
			04-4340 Technology Purchases for Grav and HMS	4,929.58	
			04-4440 Technology Purchases for Grav and HMS	59,299.77	
			04-5840 Technology Purchases for Grav and HMS	322.66	164,932.9
1832011	04/22/2021	Clover-Stornetta Farms Inc.	13-4700 Milk Purchases 2020-21		39.0
1832012	04/22/2021	Employment Development Dept.	01-9555 Unemployment Taxes for the year 2020-21		781.0
1832013	04/22/2021	Fishman Supply Company	01-4370 District Wide Custodial/COVID-19 Supplies	58.74	
			03-4370 District Wide Custodial/COVID-19 Supplies	704.92	
			04-4370 District Wide Custodial/COVID-19 Supplies	411.20	1,174.8
1832014	04/22/2021	Focused Behavioral Solutions	04-5830 Focused Behavioral Solutions		650.0
1832015	04/22/2021	Graduation Source	04-4390 Graduation Gowns 2021		2,105.6
1832016	04/22/2021	Jack Schreder & Associates, In c.	40-5830 March 2021 - School Facilities Program		1,237.5
1832017	04/22/2021	Juvo	04-5830 Autism and Behavioral Health Services		1,287.0
1832018	04/22/2021	Kenwood Fence Co. Inc.	04-5600 Fencing Outdoor Learning- Covid		5,287.2
ne preceding	Checks have be	en issued in accordance with the District's Policy and a	uthorization of the Board of Trustees. It is recommended that the	ESCAPI	ONLIN
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020 - Gravenstein Union School District

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Board Report

Check	Check	1 through 04/30/2021 Pay to the O	rder of			Board Meeting Date Expensed	e May 11, 20: Checl
Number	Date		and a second second	Fund-Object	Comment	Amount	Amoun
1832019	04/22/2021	MCI Comm Service		12-5911 Daycare		15.16	
1832020 04/22/2021		Office Depot		01-4350 School \$	01-4350 School Secretary Supplies- Grav		
				01-5830 School \$	Secretary Supplies- Grav	.87	
				03-4350 School \$	Secretary Supplies- Grav	113.70	
				03-5830 School \$	Secretary Supplies- Grav	9.99	134.22
1832021	04/22/2021	Redwood Pediatric Therapy	Asso	03-5811 OT/Con		374.95	
1833018	04/29/2021	Gorman, Megan K		03-4310 Reimb.	Student Supplies		103.21
1833019	04/29/2021	Carey, Paul R		03-4310 Reimb.E			21.58
1833020	04/29/2021	All-Guard Alarm Systems, I	nc	04-5800 Alarms-	Hillcrest & Gravenstein 2020-21 S	ïΥ	45.00
1833021	04/29/2021	AT&T Mobility		01-5840 Wireless	s Service - year 1	75.19	
				03-5840 Wireless	s Service - year 1	902.30	
				04-5840 Wireless	s Service - year 1	526.34	1,503.83
1833022	04/29/2021	CalPERS Cash & Payment Unit	Processing	01-9572 Employee's CalPERS Health Plan Coverage 2020-21			46,150.33
1833023	04/29/2021	Juvo		04-5830 Autism a		1,891.99	
1833024	04/29/2021	Office Depot		01-4350 School/0		1.31	1,001.00
		No. of the second second		03-4310 School/0		179.16	
			03-4350 School/Office Supplies				
2				04-4310 School \$	15.63 39.87		
				School/0	Office Supplies	11.12	
				04-4350 District (Office Supplies	119.06	
				School/0	Office Supplies	9.11	375.26
1833025	04/29/2021	Presence Learning, Inc.		01-5830 Flat Rat	e SLP Services Contract FY21	602.07	
				03-5830 Flat Rat	e SLP Services Contract FY21	7,224.96	
				04-5830 Flat Rat	e SLP Services Contract FY21	1,801.72	9,628.75
1833026	04/29/2021	SCHOOLSin		01-4400 Sneeze	Guard-District	117.70	
				03-4400 Sneeze	Guard-District	1,412.44	
				04-4400 Sneeze	Guard-District	823.93	2,354.07
1833027	04/29/2021	Sunworks		01-5830 O&M Co	ontract for Solar - Year 1&2 (In 5	rrs) 410.33	
				03-5830 O&M Co	ontract for Solar - Year 1&2 (In 5	rs) 4,923.90	
				04-5830 O&M Co	ontract for Solar - Year 1&2 (In 5	vrs) 2,872.27	8,206.50
1833028	04/29/2021	Vision Service Plan		01-9574 Employe	ee's Vision Plan Coverage 2020-2	1	2,002.00
					Total Number of C	hecks 80	378,288.91
				Fund Recap		_	
		Fund	Description	Check Co			
		01	General Fund		48 75,736.0	6	
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						ESCAP	and the second s
receding Che	cks be approved	. (Limited to Checks issued f	rom the COUNTY bank account	t.)			Page 6 c

Board Report

Checks Dated 04/01/2021 through 04/30/2021						Board Meeting Date May 11, 2021		
Check Number	Check Date	Pay to the O	rder of	Fund-Object Co	mment	Expensed Amount	Check Amount	
		Fund	Description	Check Count	Expensed Amount			
		03	Gravenstein Elementary Charte	50	147,290.37			
		04	Hillcrest Middle Charter	47	127,661.31			
		12	Child Development Fund	1	15.16			
		13	Cafeteria Fund	6	3,007.81			
		40	Special Reserve-capital Proj	4	24,578.20			
			Total Number of Checks	80	378,288.91			
			Less Unpaid Tax Liability		.00			
			Net (Check Amount)		378,288.91			
					Includes ch	necks for only Bank Acco	unt COUNTY	

24

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.)

Gravenstein Union School District April Payroll Report

May 2021 Regular Board Meeting

Certificated Salary & Benefits

Regular:	\$ 532,453.78
Supplemental:	\$ 25,064.20

Classified Salary & Benefits

Regular:	\$ 171,693.41
Supplemental:	\$ 23,997.56

Total Salary & Benefits

\$ 753,208.95

Board of Education Regular Meeting Minutes

DATE:Tuesday, April 13, 2021TIME:5:00 PMLOCATION:Gravenstein Elementary, Multipurpose Room

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

Zoom Link

I. CALL TO ORDER AT 5:00 PM

Meeting called to order at 5:04 pm with all Board members present. Jennifer Koelemeijer left the meeting at 5:20 pm for family commitment and returned to the meeting at 6:05 pm.

II. ADOPTION AND APPROVAL OF THE AGENDA Approval of the agenda for April 13, 2021 (2 min.)

Action taken/comments:

Agenda approved as written; no need for vote.

Motion _____ Second _____

Vote: GA:_____ PL:____ JK:_____ AK:_____

III. <u>GENERAL ACTION ITEM</u> A. Board Vacancy Appointment Interviews (20 min.)

Situation: Pursuant to Board Bylaw 9223, "When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote."

Plan: For the Board to appoint a new trustee for the remaining term (through December of 2024) of the current vacant position.

Recommended motion: No recommendation at this time.

Action taken/comments:

Gregory Appling (GA): We have a candidate - Jeri McNeill (JM)

- At this time we have a list of questions that are part of the interview process
- Questions presented by Board members individually and answered by JM

Motion to appoint Jeri McNeill to the GUSD Board of Trustees through December 13, 2024.

Motion ____GA____ Second ___AK____

Vote: GA:__A___PL:__A___JK:__A___AK:__A___

Dave Rose (DR) administers oath of office. Reminds JM that her signature will be required and arrangements will be made later.

IV. REPORTS, AND ORAL COMMUNICATIONS

A. (p.1) Gravenstein Principal (15 min.)

• Report included in board packet

Questions:

Erin Hanauer (EH): Of the 20% not returning what are the reasons? KP: There are a variety of reasons; biggest has to do with health issues (i.e. family members who are high risk or concerns around exposure); some satisfied with DL arrangements already in place; some have difficulty with transportation or time frame.

B. (p.5) Hillcrest Principal (15 min.)

• Report in Board packet

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

Aimee Otterson (AO): wonderful to be back to campus; reiterates how hard everyone has been working - a total group effort. Thanks to parents for their support. Thanks to the Board and Admin for providing the support we need to get up and running.

D. District Site Council (3 min.)

• Will be meeting in late April and early May to review many items, including LCAP plans, potential of summer program and programs for next year.

Questions: JM: Has Site Council met this year? DR: No they have not met but did review and approve Safety Plan.

E. (p.8) Gravenstein Parent Association, GPA (5 min.) No representative present. DR: GPA is working on recruitment email to families, Board positions, donations, campaign. Next GPA Board meeting is next Tuesday, and all of these items will be covered in more detail.

Included by GPA:

- 1. Financials for February 2021
- 2. Minutes for February 16, 2021
- 3. Agenda for March 16, 2021

F. Trustee Reports (5 min.)

Patrick Lei (PL): No report but reiterates what's been said. So great to see kids back at school. GA wants to thank KP and Classified Staff for allowing him to help with traffic; KP's communication with Classified was terrific.

- G. Racial Justice Committee (5min.) Will Deeths (WD):
 - Consultant review in process; interviews with two different consultant groups next Tuesday afternoon
 - The Committee will be part of the interviews and WD hopes a Trustee will join.
 - GA will make sure a Trustee attends.
- H. Master Plan Committee (5 min.)
- I. (p.21) Facilities Report (5 min.) DR: Combining Items H and I:
 - Contractors did walk through at Hillcrest
 - Looked at electric panels, spaces, classrooms, etc. to determine our needs
 - Expect proposals soon.
 - Brian and crew have been amazing
- J. (p.22) CBO Report (5 min.)
 - Report in Board Packet
 - Unemployment Insurance Rates
 - Mandatory benefit paid by the District
 - Will be increasing effective April 5, from .05 percent, where it has been for several years to 1.23 percent. This is an historically large increase.
 - This was not included in the Second Interim Report but will be included in the budget.
 - Increase will take approximately 25% of the new money coming in on the COLA.
 - Discussion regarding breakout of expenses to reflect those that are only COVID related. WH shares a spreadsheet with explanation.
 - For most part revenue and expense are offsetting each other for COVID funds However, we are spending \$58K more even with the covid funding
- K. Superintendent Report/District Correspondence (15 min.)
 - 1. Questions from the March Board Meeting

- Questions have been addressed by WD and KP's reports as well as online and in various different formats and directly from teachers postings, class meetings, etc.
- Outdoor space on both campuses being used; staff training for reintroduction, social emotional also; talk about potential barriers that students might experience as they came back; teachers already with students on campus shared their experiences.
- 2. (p.24) SCOE approval of Second Interim Report
 - We have approval status
- 3. Review of Emergency Powers
 - None used in the last month
 - GA requested this be on the next board meeting agenda to remove

Questions:

JM: Is there a plan to support DL students' SEL needs? DR: We are consistently staying in touch with DL; if anything comes up Samantha Cole and Rosie Steen-Larsen are available to address needs.

V. <u>PUBLIC COMMENT</u> (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.

No public comment.

VI. <u>CONSENT AGENDA</u> (2 min.)

ACTION ITEM

- A. (p.30) Warrants
- B. (p.37) Payroll
- C. (p.38) Minutes from the Regular Board Meeting of March 11, 2021
- D. (p.47) Continuing Disclosure Annual Report
- E. (p.55) Williams Settlement Complaint Report, January 1, 2021 March 31, 2021
- F. (p.58) Retainer Continuation Agreement for Legal Services with School and College Legal Services, July 1, 2021 - June 30, 2022

Action taken/comments:

GA: Pulled minutes due to time stamps need to be pulled.

- Minutes, page 46 (page 9 of Minutes):
 - Add: Reconvened at 7:55 pm and Adjourned at 8:02 pm

Motion to approve Consent Agenda Items A, B, D and F

Motion AK Second JM

Gravenstein Union School District Board Agenda

Vote: GA:__A___PL:__A___JK:___A___AK:__A___JM:__A__

Motion to approve Minutes of March 11, 2021 Regular Board meeting

Motion ___GA____ Second __PL____

Vote: GA:__A___PL:___A___JK:__A___AK:__A___JM:__A___

VII. GENERAL ACTION ITEMS - CONTINUED

- B. (p.66) Memorandum of Understanding Between the Gravenstein Union School District (GUSD) and the Gravenstein Union Teachers' Association (GUTA) Regarding the Return to In-Person Instruction (5 min)
- Situation: GUTA and GUSD have formalized a number of actions and agreements related to mandates and best practices guidelines in preparation for resumption of in-person instruction on campus.

Plan: For GUSD and GUTA members to abide by the tenets of this MOU as we resume in-person instruction on campus.

Recommended motion: For the Board to approve the MOU.

Action taken/comments:

• DR: A critical part was to continue communication with GUTA and GUCE - we talked about the Safety Plan to make sure we were in compliance with the County, State, CDC, OSHA, etc. and in many areas we go above and beyond those requirements. We wanted to capture this in writing and reopen safely.

Motion to approve the MOU between GUSD and GUTA

Motion ____JK____ Second ___PL____

Vote: GA: _A _ PL: _A _ JK: _A _ AK: _A _ JM: _A __

C. (p.69) Memorandum of Understanding Between the Gravenstein Union School District (GUSD) and the Gravenstein Union Classified Association (GUCE) Regarding the Return to In-Person Instruction (5 min)

Situation: GUCE and GUSD have formalized a number of actions and agreements related to mandates and best practices guidelines in preparation for resumption of in-person instruction on campus.

Plan: For GUSD and GUCE members to abide by the tenets of this MOU as we resume in-person instruction on campus.

Recommended motion: For the Board to approve the MOU.

Action taken/comments

• DR: The same process was followed with Classified employees. Masks, spacing, traffic, discussed. The number of people who have stepped up is incredible; it is a lot of work by a lot of people. Thank you to the leadership groups from both GUTA and GUCE for cooperation and support.

Motion to approve the MOU between GUSD and GUCE

Motion		JK			Second			AK		
Vote:	GA:	A	PL: A	JK:	А	AK:	А	JM:	А	

D. GUSD Actions to Support Distance Learning and Other Related Essential Services (15 min.)

Situation: With the constant changes in guidelines and mandates related to the suspension of in-person instruction due to the Coronavirus for GUSD students, this item is a placeholder in the event that any action items arise between the time this agenda is posted and the time of the meeting, as well as serving as a potential action item that arises based on Board discussion during the meeting.

Plan: For the Board to consider any new action item based on new or additional mandates as well as any action item put forth by the Board during the meeting.

Recommended motion: None at this time.

Action taken/comments

No changes and no action to bring forward on this item.

Motion _____ Second _____

Vote: GA:_____PL:____ JK:_____ AK:_____

Questions:

JM Comment: As someone who has chosen to keep kids home - special thank you to everyone who has made it possible; appreciates all the effort everyone has put in.

EH: Wants to know what immediate actions the District plans to take regarding childcare. Hopes District is looking at providing aftercare. What are the plans for the remainder of the school year? DR: Guidance states that moving to orange does not change stable group mixing allowances. We would need substantial additional staff so that we were not mixing classrooms. We have been talking about this all the way through and will continue to do so.

JK comment: Shares concern that childcare is limiting some parents from bringing their children to school. Hopes Admin team will look for solutions as soon as possible.

E. (p.72) Board Policy (BP) and Administrative Regulation (AR) 1312.1, BP and AR 4030, BP and AR 5141.4, BP and AR 1240, AR 3541.1, BP and AR 4040, BP and AR 5123

Situation: GUSD does not currently have BPs and ARs 1312.1, 4030, and 5141.4; additionally, BPs and ARs 1240, 4040, 5123 as well as AR 3514.1 require the removal of notes and options.

Plan: The Governance Committee has reviewed the recommended California School Boards Association language for these BPs and ARs and is presenting these drafts for Board consideration.

Recommended motion: For the Board to approve the entire slate of BPs and ARs pursuant to the Governance Committee recommendation.

Action taken/comments

Motion to approve Board Policy (BP) and Administrative Regulation (AR) 1312.1, BP and AR 4030, BP and AR 5141.4, BP and AR 1240, AR 3541.1, BP and AR 4040, BP and AR 5123

Motion ____GA_____ Second ___JK____

Vote: GA:__A___PL:__A___JK:__A___AK:__A___JM:__A___

VIII. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

No comment.

Adjourn to Closed Session at 6:44 pm.

IX. ADJOURNMENT TO CLOSED SESSION (15 min.) at 6:44pm

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. <u>RECONVENE TO OPEN SESSION</u> at 7:34 pm

XI. <u>PUBLIC REPORT OF ACTION ON ITEMS HEARD IN CLOSED SESSION</u> (2 min.)

Action taken/comments

Motion _____ Second

Vote: GA:_____ PL:____ JK:____ AK:_____

XII. <u>FUTURE BOARD MEETINGS</u>

- A. May 11, 2021 at 5pm
- B. June 8, 2021 at 5pm
- C. June 15, 2021 at 5pm
- D. July 13, 2021 at 5pm

XIII. <u>ADJOURNMENT</u> at 7:37 pm

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.



April 13, 2021

Gravenstein Union School District 3840 Twig Avenue Sebastopol, California 95472

Attention: Dave Rose - Superintendent

Subject: Proposal - Special Inspections Hillcrest Heat Mitigation 725 Bloomfield Road, Sebastopol, California DSA File #49-39; DSA App #01-119434

Dear Mr. Rose:

LACO Associates (LACO) is presenting this proposal to the Gravenstein Unified School District (District) to provide Special Inspection services in connection with construction operations for the Hillcrest Middle School HVAC upgrade project located in Sebastopol, California. In preparation of this this proposal we have reviewed plans and specifications prepared by Quattrocchi Kwok Architects dated April 5, 2021.

PROJECT DESCRIPTION

We understand that construction activities will include replacement of internal; heating units at three locations and replacement of utility supply service. Upgrades will require new concrete slabs-on-grade and construction elements requiring Special Inspection and materials testing include, reinforcing steel, concrete and post-installed anchors.

S COPE OF SERVICES

A California Registered Civil Engineer will review concrete mix design for conformance with project plans and specifications. We will be present at the rebar fabrication facility to sample and tag individual bundles for laboratory tensile and bend testing. Prior to placement of concrete in foundations and slabs, we will perform batch plant inspections to verify that materials and quantities conform to project specifications. During placement of concrete, we will observe procedures, perform temperature and slump tests, and prepare cylinders for laboratory compressive strength testing. We will observe and test associated post-installed anchors, as required.

Inspections will be coordinated by the designated DSA Project Inspector. Inspections will be Periodic or Continuous, as determined by project and Code specifications. LACO will provide the services of qualified and certified technicians, and registered engineering staff to perform the work described above on an as-requested basis. We should be notified at least 24 hours in advance to adequately schedule our services. Any workmanship or discrepancies with construction elements we are requested to observe and/or test will be brought to the immediate attention of the Inspector of Record (IOR) and contractor(s). Field reports and laboratory test results will be distributed to the architect, engineer, IOR, and designated others. In addition, we will upload the reports to the DSA Box. We will prepare and submit interim DSA Form 291 documents (Interim Verified Reports), as requested by the IOR. At completion of the project, we will prepare final reports for similar distribution.

21 W. Fourth Street Eureka, CA 95501 707 443-5054 776 S. State Street, Suite 103 Ukiah, CA 95482 707 462-0222 3490 Regional Parkway, Suite A Santa Rosa, CA 95403 707 525-1222 932 B W. Eighth Avenue Chico, CA 95926 530 801-6170

Toll Free 800 515-5054 lacoassociates.com

34

8027.09

Special Inspection Proposal Hillcrest MS Heat Mitigation 725 Bloomfield Road, Sebastopol, California Gravenstein Union School District; LACO Project No. 8027.09 April 13, 2021 Page 2

FEE ESTIMATE

LACO will provide the services of our Special Inspectors on a time-and-materials basis **with no minimum charges** at a rate of \$170 per hour. Other charges will be in accordance with our Schedule of Rates (attached). Accordingly, based on our review of project documents, and experience with similar projects, we recommend that an estimated budget of **\$4,301** be established for our geotechnical observation and testing services, and Special Inspection and material testing services on this project, as detailed in the following table:

Total				\$4,301
Reporting - certified payroll	2	-	\$85	\$170
Professional engineering/management @ 8%	-	-	\$165	\$306
Vehicle charges (\$65 per day)		-	-	\$390
Sample retrieval	1	1	\$170	\$170
Laboratory concrete compression tests (\$25 ea.)	-	-	-	\$125
Laboratory rebar tensile and bend testing (est)	-	-	-	\$250
Special inspection of post-installed anchors	4	2	\$170	\$1,360
Special inspection during concrete placement	4	1	\$170	\$680
Rebar sample and tag	4	1	\$170	\$680
Civil engineering plan and concrete mix reviews	1	1	\$170	\$170
SPECIAL INSPECTION AND MATERIAL TESTING	HOURS	VISITS	RATE	COST
	and the second second second second	the second statement of the se		

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised that the actual construction schedule and progress of individual contractors controls the number of site visits needed for observation and testing, and that our total fees may vary from our budget estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates. However, we will not exceed the contract budget without the District's prior authorization.

ASSUMPTIONS

- LACO is not providing geotechnical or environmental engineering for this project.
- This proposal anticipates that the project qualifies as prevailing wage as set forth by California Department of Industrial Relations.
- This proposal anticipates that the rebar and welding fabrication facilities will be located within our service area. Should the facility be otherwise located, additional travel charges may apply.
- LACO will rely on the Owner or designated others to coordinate the total number of site visits needed to meet the testing requirements of the project.
- Materials testing or observation performed by LACO in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.
- CLIENT or CLIENT representative(s) will assist in providing safe access during on-site visits to facilitate required field testing and sampling.

Special Inspection Proposal Hillcrest MS Heat Mitigation 725 Bloomfield Road, Sebastopol, California Gravenstein Union School District; LACO Project No. 8027.09 April 13, 2021 Page 3

- Design recommendations have not been included in this scope.
- LACO shall have access to contract documents, including project plans, specifications, and any changes to the documents during construction, and other pertinent construction documents.

Thank you for considering our services. We look forward to working with you and the project team. Please contact us at (707) 322-1748 should you have questions.

Sincerely, LACO Associates

Mang

Edward H. Crump, P.E. Senior Civil Engineer



PROJECT NO. 8027.09

ENGINEERING SERVICE AGREEMENT for Materials T&I Services

Gravenstein Union School District, referred to as "CLIENT", requests, and LACO Associates, referred to as "LACO", agree to provide Materials T&I services for the following project.

Project Name: GUSD: (B) Hillcrest MS Heat Mitigation Special Inspections

Project Location: 725 Bloomfield Road, Sebastopol, California

Description of Scope and Services to Be Provided

• See attached Proposal Letter dated April 13, 2021.

Estimated Completion Date

December 21, 2021

*Estimated date of completion is contingent on when we receive the signed agreement and specified retainer.

Prevailing Wage rates do apply to this project.

Payment Terms: Net 15

CLIENT agrees to pay at the hourly rates and to pay all other costs for the work or portion of work performed as set forth in the "SCHEDULE OF RATES" attached and made a part of this Agreement. The time and material based estimated fee is: \$4,301 *This is an estimate of the anticipated costs associated with the services we are proposing to provide. An estimate is made with our best, professional judgment but we cannot anticipate everything that will happen during the course of completing your project and there are often unforeseen circumstances or conditions that result in a greater commitment of staff resources than the originally estimated amount. LACO reserves the right, as a condition of this service agreement, to invoice up to an amount 10% greater than the amount originally estimated without CLIENT consultation and without a fully executed service agreement amendment.

A retainer of **\$0**, 0% of the estimated fee, to be applied to the FINAL invoice, must accompany signed agreement.

This agreement includes the following attachments: GENERAL CONDITIONS, labeled GEN2007, Schedule of Rates, and others (if any) noted above.

This agreement is entered on this day, April 13, 2021, in Santa Rosa, Sonoma County, California.

SIGNED			SIGNED _			
	LACO Associates 3490 Regional Pa Santa Rosa, Califo		PRINTED			
	(707) 525-1222 (707) 545-7821 F		DATE			
	Principal: Dale L. PM : Edward H. C			Gravenstein Union Scl : 3840 Twig Avenue Sebastopol, California		
Received on R	Retainer					
Eureka,	Fourth Street , CA 95501 - Fax 707 443-0553	776 S. State Street, Suit Ukiah, CA 95482 707 462-0222 - Fax 707 4		3490 Regional Parkway, Si Santa Rosa, CA 95403 707 525-1222 – Fax 707 543	3	932 B W. Eighth Avenue Chico, CA 95926 01-6170 – Fax 707 462-0223
		Toll Free 8	00 515-5354	4 lacoassociates.com		



GENERAL CONDITIONS

LACO will perform only those services outlined in the agreed scope of work, except that CLIENT and LACO may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. The above scope of work represents the minimum program at this time. As the results of records search or other investigations or tests become known, other tests and/or sampling may be recommended to the CLIENT for written approval as Additional Services.

Invoices may be submitted to CLIENT as frequently as every four (4) weeks and/or upon completion of the work and are due and payable when presented. All accounts not paid in full within agreed payment terms will include a late payment charge from the date of the invoice, at the rate of 1.5% per month. If legal action is instituted on this account, the prevailing party shall be awarded such attorney's fees and other costs as the Court may adjudge to be reasonable. The CLIENT acknowledges the requirements of reporting cash payments for services that exceed \$10,000 under federal law. Generally, any person, as defined, in a trade or business who receives more than \$10,000 in cash in a single transaction or in related transactions must file a Form 8300 with the Internal Revenue Service. CLIENT understands that if such payment(s) are made to LACO, a Form 8300 will have to be submitted by LACO.

If CLIENT for any reason fails to pay the undisputed portion of LACO's invoices fifteen (15) days after invoice due date, LACO has the right to cease work on the project, and CLIENT agrees to waive any claim against LACO for cessation of services, and shall defend and indemnify LACO from and against any claims for injury or loss stemming from LACO's cessation of service. CLIENT agrees to pay LACO the cost associated with premature project demobilization.

In the event the project is remobilized, CLIENT agrees to pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify LACO within ten (10) days of receipt of the bill in question, and CLIENT and LACO shall work together to resolve the matter within sixty (60) days of its being called to the attention of LACO. If resolution of the matter is not attained within sixty (60) days, either party may terminate this Agreement in accordance with condition contained herein.

LACO agrees to strive to perform the services set forth in this Agreement in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. LACO's services shall not be subject to any expressed or implied warranties whatsoever.

LACO's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, treating or monitoring hazardous substances, hazardous materials, hazardous wastes or hazardous oils, except for delivery of samples to a laboratory. Unless specifically listed in the Proposal or Scope of Work, services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCBs), radon gas, or any airborne pollutants.

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data interpretations, and recommendations by LACO will be based solely on information available to LACO. LACO is responsible for these data, interpretations, recommendations, but will not accept responsibility for other parties' interpretations or use of the information developed. Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the professional services rendered by LACO, and opinions provided with respect to such services under this Agreement (including opinions regarding potential cleanup costs), are not guaranteed to be representative of actual site conditions or contamination or costs, which are subject to change with time as a result of natural or man-made processes.

The CLIENT shall provide all information in its possession, custody, or control which relates to the site, its present and prior uses, or to activities at the site which may bear upon the services of LACO under this Agreement. LACO may rely on the completeness and accuracy of information supplied by CLIENT without further verification.

In recognition of the inherent risk of claims associated with the services to be provided and in consideration of our agreement to perform these services, CLIENT agrees to limit LACO's liability for CLIENT and any third parties arising from LACO's professional acts, errors or omissions, such that the total aggregate liability of engineer to all those named shall not exceed **\$20,000** or LACO's total fee for services rendered on this project, whichever is greater. (If CLIENT wishes to discuss higher limits and charges involved, he should speak with LACO.) CLIENT further agrees to require of any contractors or subcontractors an identical limitation of LACO's liability for damages suffered by the contractor or subcontractor arising from LACO's professional acts, errors, or omissions. Neither the contractor, nor any of his subcontractors assumes any liability for damages to others which may arise on account of LACO's professional acts, errors or omissions except as otherwise stipulated herein. Limitations on liability and indemnities in this Agreement are business understandings between the parties, voluntarily and knowingly entered into, and shall apply to all theories of recovery, including but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence.

GUSD: (B) Hillcrest MS Heat Mitigation Special Inspections

Both CLIENT and LACO agree that, to the extent allowed by law, they will not be liable to each other for special, indirect, or consequential damages arising out of or related to this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

By this Agreement, LACO specifically excludes, disclaims and is discharged from any responsibility or liability for all direct or indirect loss or harm resulting from the presence, failure to discover, interception, escape or discharge of hazardous or toxic materials of any kind, including the contamination of soil, water, air or other property as a result thereof. This exclusion included, but is not limited to, exploration, testing, analysis, or recommendations by LACO.

LACO's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that LACO will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless LACO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by LACO's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold LACO, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorney's fees, damages, and other liabilities arising out of or in any way related to LACO's reports or recommendations concerning this Agreement, LACO's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that CLIENT shall not indemnify LACO against liability for damages to the extent caused by the negligence or intentional misconduct of LACO, its agents, subcontractors, or employees.

CLIENT waives any claim against LACO and agrees to defend, indemnify and hold LACO harmless for injury or loss which may arise as a result of (1) alleged cross-contamination of aquifers caused by sampling, (2) release of pollutants to the environment, (3) drill cuttings, fluids or other presumed hazardous materials being left on-site after containerization by LACO, (4) containing, labeling, transporting, testing, storing, or other handling of contaminated samples, (5) any work, error, omission or negligent act performed by contractors or others under not complete and direct supervision by LACO for the specific task concerned.

CLIENT is responsible for accurately delineating the locations of all underground structures and utilities. LACO will take reasonable precautions to avoid known subterranean structures, and CLIENT agrees to defend, indemnify and hold LACO harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located.

In the absence of special arrangements, all uncontaminated samples of soil or rocks will be disposed of by LACO sixty (60) days after submission of our report. Soil, water, rock and/or other waste materials generated during work on the project site shall remain the sole property and responsibility of CLIENT. It is CLIENT's sole responsibility to arrange for lawful disposal of all waste materials. Soil, water, rock and/or other waste materials generated during LACO's work efforts on behalf of the CLIENT which may be contaminated with hazardous or toxic materials or potentially hazardous or toxic materials will be containerized on the site in approved containers at such times as they may be generated. Such materials may be required by law to be characterized and disposed of within a limited time frame. Arranging for disposal of hazardous or toxic materials or potentially hazardous or toxic materials is specifically excluded from the scope of LACO's services. Upon written request from the CLIENT, LACO may assist in coordinating or facilitating lawful disposal of hazardous or toxic materials or potentially hazardous or toxic materials or potentially hazardous or toxic materials of the CLIENT. Regardless of any coordination or facilitation of disposal of hazardous or toxic materials or potentially hazardous or toxic materials by LACO on behalf of the CLIENT agrees to indemnify and hold harmless LACO from any claim of liability for injury, loss or environmental damage, including cost of defense, arising from any disposal of hazardous or toxic materials or potentially hazardous or toxic materials.

All laboratory and field equipment contaminated with suspected or potentially toxic or hazardous substances in performing our services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of the CLIENT. All such equipment shall be delivered to the CLIENT or disposed of in a manner similar to that indicated for hazardous samples. CLIENT agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

CLIENT has relied on LACO's judgement in establishing the workscope and fee for this project, given the project's nature and risks. CLIENT shall, therefore, rely on LACO's judgement as to the continued adequacy of this Agreement in light of occurrences or discoveries not originally contemplated or known. Should LACO call for contract renegotiation, LACO shall identify the changed conditions which, in LACO's judgement make such renegotiation necessary, and LACO and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to help permit LACO to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that LACO has an absolute right to terminate this Agreement.

LACO and CLIENT agree that discovery of unanticipated hazardous or toxic materials constitutes a changed condition mandating renegotiation or termination of services. LACO agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected SUSD: (B) Hillcrest MS HVAC Inspections

Initials: LACO _____ CLIENT_____

GEN2007

hazardous or toxic materials be encountered. CLIENT agrees to make any disclosures required by law to the appropriate governmental agencies. CLIENT and LACO also agree that discovery of hazardous materials may make it necessary for LACO to take immediate action to protect health and safety. CLIENT agrees to compensate LACO for all costs required for such action and other costs incident to such unanticipated discovery of hazardous or toxic materials.

CLIENT agrees that construction contractors, subcontractors or others not affiliated with LACO are solely responsible for safety at and near the project site. LACO will have no responsibility or liability for methods of work performance, supervision including selection of equipment, selection or direction of contractor's employees, or sequencing of construction other than that done by LACO's own employees. LACO will not be responsible for excavation safety, temporary slopes, shoring, underpinning, dewatering, or other construction activities of the contractor(s) and subcontractor(s).

Unless otherwise agreed, CLIENT will furnish to LACO, its agents, representatives and subcontractors right-of-entry on land for planned field operations. CLIENT will notify any and all possessors of the project site that the CLIENT has granted LACO free access to the site. LACO will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in the proposal or scope of work.

All documents, reports, boring logs, field and survey notes, tracings, and other documents prepared by LACO as instruments of service shall remain the property of LACO. All designs, information, reports, or recommendations prepared or issued by LACO are for the sole use of the CLIENT for the specific project for which they are prepared. CLIENT agrees not to provide such materials to any person or organization unless the person or organization agrees in writing to be bound by the conditions of this Agreement. CLIENT agrees to save and hold LACO harmless from any liability arising from any use made by CLIENT or any other party outside the intent of this Agreement.

All claims, disputes, and other matters in controversy between LACO and CLIENT arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent that CLIENT and LACO have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedures are set forth in this Agreement, then it shall be understood that the parties will submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (1) the claim will be brought and tried in the judicial jurisdiction of the Court of the county where LACO's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, Court costs, attorney's fees, and other claim related expenses.

This Agreement may be terminated by either party upon ten (10) days written notice by certified mail, return receipt requested. If CLIENT elects to terminate this Agreement, CLIENT will be responsible for all charges, as computed under this Agreement, for work performed by LACO through the tenth day after mailing of the notice of termination.

The laws of the State of California will govern the validity of the terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

LACO SOUTH 2021 SCHEDULE OF RATES

HOURLY RATES	
Senior Principal Engineer	\$260.00 per hour
Senior Principal Engineer Senior Geotechnical Engineer, Senior Managing Engineer	\$235.00 per hour
Principal Engineer	\$225.00 per hour
Principal Land Surveyor	\$210.00 per hour
Principal Planner, Principal Geologist, Senior Project Manager	
Senior Engineer	\$180.00 per hour
Senior Geologist	\$170.00 per hour
Senior Planner, Senior Surveyor, Project Manager	\$155.00 per hour
Associate Engineer	
Laboratory Manager	\$140.00 per hour
Senior Special Inspector, Associate Geologist	\$135.00 per hour
Staff Engineer, Associate Planner, Associate Surveyor	\$130.00 per hour
Staff Planner, Staff Geologist, Staff Surveyor	
Senior Technician	
Assistant Engineer, Assistant Planner, Assistant Geologist, Assistant Surveyor	\$105.00 per hour
Senior Project Coordinator	
Project Coordinator	\$80.00 per hour

HOURLY PREVAILING WAGE FIELD INSPECTION RATES

Group 1: Masonry, Group 2: Welding / Construction Inspections	\$175.00 per hour
Group 3: Soils, Group 4: Concrete	\$170.00 per hour

HOURLY SURVEY RATES*

Marking Borings / USA Marking Humboldt / Sonoma / Napa (Prevailing Wage Qualifying)	\$201.00 per hour
Marking Borings / USA Marking Mendocino / Lake (Prevailing Wage Qualifying)	\$150.00 per hour
One-Man Survey	\$150.00 per hour
One-Man Survey (Prevailing Wage Qualifying)	\$200.00 per hour
Two-Man Survey	\$275.00 per hour
Two-Man Survey (Prevailing Wage Qualifying)	\$350.00 per hour
Three-Man Survey	\$350.00 per hour
Three-Man Survey (Prevailing Wage Qualifying)	
*Hourly survey rates are charged for travel time to and from job site and on-site time.	

EXPERT WITNESS SERVICES**

Principal Professional Expert	\$475.00 per hour
Senior Professional Expert	\$365.00 per hour
**Expert witness services include, but are not limited to, preparation for and attendance at deposit	ions or court by
Principal or Senior Professionals. Other staff support will be billed at regular hourly rates.	

ANNUAL RATE INCREASE

LACO Associates anticipates an annual hourly rate increase of 3% to 5% effective January 1st of each new year without prior notice. For projects that span multiple years, an updated Schedule of Rates will be sent with the first invoice that reflects the annual increase.

NOTES

- 1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
- 2. Outside services, including, but not limited to, consultants and laboratories, will be billed at Cost plus 15%.
- 3. Subsistence and per diem will be calculated at Cost plus 15%.
- 4. All travel time will be charged at the regular hourly rates.

TRANSPORTATION

Automobile and pickup:*	
Trip charge per day	\$70.00 per day
Minimum vehicle charge	\$35.00
Over 80 miles	Federal Rate + \$0.10 per mile
Other transportation, air travel, etc.	\$Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas	
Survey markers, plain iron pipe	\$5.00 each
Plan copies per sheet (11x17)black & whit	e \$0.25 color \$2.50 each
Plan copies per sheet (24x36) black & whit	e \$5.00 mylar \$20.00 color \$21.25 each
All other materials or printing	\$ Cost + 15%

RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Santa Rosa, California. Sample pick_up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136	\$186.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$93.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136	\$93.00
103.	Finer than #200, ASTM C-117	\$80.00
104.	Particle Size Analysis, ASTM D-422	\$192.00
105.	Cleanness Value, Caltrans 227	\$186.00
106.	Atterberg Limit - Wet	\$220.50
107.	Hydrometer Analysis	\$75.00
108.	Bulk Density of Soils	\$53.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318	\$171.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419	\$186.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$141.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128	
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$278.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718	\$300.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40	
117.	Moisture Content of Soils In Place, ASTM D-2216	\$25.00
118.	Density of Soils In Place, ASTM 2937	\$50.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821	\$186.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744	\$150.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744	\$150.00
122.	Concrete Slab Relative Humidity Test	\$98.00
123.	Unconfined Compressive Strength	\$80.00
124.	CBR Soils Test with Compaction	\$550.00
125.	Consolidation, 3" dia., ASTM D-2435	\$280.00
126.	Consolidation Test – Additional Points	\$45.00
127.	Direct Shear, ASTM D-3080 (3 points)	\$275.00
128.	Direct Shear, ASTM D-3080 (per additional point)	\$69.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829	\$351.00
131.	Pocket Penetrometer	\$20.00
135.	Unit Weight, ASTM C-29	\$186.00
139.	CBR Soils Test Without Compaction	\$350.00
166.	Max. Theoretical Specific Gravity (RICE), ASTM D2041	\$175.00

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Revised: 01/01/2021

167.	Moisture % of Bituminous Mixtures, CAL370	\$75.00
168.	Bulk Specific Gravity of Compacted Asphalt Mixtures, ASTM D2726	\$65.00
169.	Marshall Compaction, Density, 3 specimens, ASTM D6926, D2726	\$345.00
170.	Marshall Stability & Flow, 3 specimens, ASTM D6927	\$230.00
171.	% Binder Content, NCAT Ignition Oven, ASTM D6307	\$150.00
172.	NCAT Calibration, ASTM D6307	\$380.00
	For other testing not listed, please inquire.	

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, A	STM C-39\$35.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$35.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153.	Disposable Concrete Molds	(each) \$4.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$300.00
158.	Concrete Rebound Test, ASTM C-805**	
159.	Coring; Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496	(per test) \$90.00
164.	Voltage Meter	(per day) \$35.00

C. SPECIAL EQUIPMENT

	o. Edite Equilitett	
258.	Coating Thickness Gauge	(per Day) \$25.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**	(per day) \$75.00
333.	Load Cell **	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day) \$100.00
450.	Field Lab Analysis (Hanby)	(per test) \$25.00
332.	Turbidity Meter *	(per day) \$40.00
352.	Dissolved Oxygen Meter *	(per day) \$40.00
245.	pH/T/K Meter *	
247.	Water Level Meter	(per day) \$25.00
321.	Bladder Pump/2" Submersible Pump *	
224.	Cam/Portable Pump (12-volt)	
336.	Pressure Washer *	(per day) \$45.00
323.	Steam Cleaner *	
456.	Rotary Hammer Boring System	
452.	Hydro Punch	
454.	Continuous Core Sampler	
354.	Hand Auger *	
22.	Traffic Control Cones (25) *	
23.	Passive Skimmer (1 liter)	(per week) \$15.00
24.	Electric Skimmer	
326.	Submersible Pump *	(per day) \$45.00
322.	Centrifugal Pump *	(per day) \$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	
661.	Calcium Chloride Kits	
*	Minimum charge of 1/2-day on all equipment billed on daily basis	, , , , , , , , , , , , , , , , , , , ,
**	Plue Technician Date	

** Plus Technician Rate

*** Sample preparation not included



Hillcrest Heat Mitigation

Project Inspector Proposal

20 APR 2021

Ryan D. Henderson P.O. Box 876 Sonoma, CA 95476 415-867-7095 LocusConst@gmail.com

Attachment A: Proposal & Scope of Services

20 APR 2021

Gravenstein Union School District Re: Hillcrest Heat Mitigation Attn: Dave Rose, Superintendent 3840 Twig Avenue Sebastopol, California 95472

Dear Mr. Rose,

Thank you for contacting Locus Construction Services regarding DSA Project Inspector services for the Hillcrest Heat Mitigation Project.

I have reviewed the construction documents and would be honored to be part of your team for this project. Locus Construction Services (LCS) is a multi-disciplined service provider. Sharing lessons learned from each point of view around the job site table helps lessen the number of issues that cost owners both time and money. Knowing what a District representative, architect, construction manager, and general contractor expects from a DSA Project Inspector is key and LCS has first hand experience in each of these roles. With over two decades of construction administration experience, having operated as an architect and senior district project manager for DSA projects for almost a decade; I know what it takes to put a good set of construction drawings and specifications together along with the administrational tasks to complete challenging projects. This experience facilitates the ability to see possible conflicts before they happen and resolve issues with the best intent for all team members and end users.

LCS believes in maintaining a professional and courteous demeanor is as important as taking a clear and definitive stance on any deficiencies. As the eyes and ears for the District; accurate records, detailed reports, coordination with special inspectors, and ensuring as-built documents are kept up to date is our priority to ensure a speedy DSA project closeout with certification.

Attached, please find a proposal and supporting documents for providing DSA Project Inspector services for your project as requested. Please let me know if you have any questions or comments.

Best Regards,

57

Ryan D. Henderson

DSA Project Inspector - Class 2

AGREEMENT FOR PROJECT INSPECTION SERVICES

This Agreement ("Agreement"), made this 11th, day of May, 2021, by and between the **Gravenstein Union School District**, a political subdivision of the State of California ("District") and **Ryan D. Henderson**, a duly qualified project inspector ("Inspector").

District and Inspector hereby agree as follows:

1. <u>Scope of Services:</u>

Inspector warrants that he or she is certified by the Division of State Architect ("DSA") to provide inspection services for the following project class/category: Class 2 Certification. District requires inspection services pursuant to Education Code section 17311, by a DSA-certified inspector for the following project class/category: Class 2 Certification. Inspector agrees to provide such inspection services to District as more specifically set forth in **Attachment A: Proposal & Scope of Services**.

2. Contract Documents:

The contract documents consist of the Agreement for Project Inspection Services, the following General Provisions, Attachments A and B, and completed insurance forms.

3. <u>Compensation:</u>

As full compensation for all services contemplated by this Agreement, Inspector shall be recompensed as set forth in **Attachment B – Project Inspector's Fee Schedule. (As submitted with proposal.)**

4. Term of Agreement:

The term of this Contract shall be **Tuesday, May 11, 2021** until completion and acceptance of the following project: Hillcrest Heat Mitigation, subject to the provisions of Section 8 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Gravenstein Unified School District:

s/_____

Inspector of Record:

Sof

Ryan D. Henderson, Project Insp. Name/Title

Name/Title

GENERAL PROVISIONS

1. <u>Inspector's Warranty:</u> District has relied upon the professional ability and training of Inspector as a material inducement to enter into this Agreement. Inspector hereby warrants that all his or her work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws.

2. <u>Status of Inspector:</u> The parties intend that Inspector, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Inspector is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.

3. <u>Conflict of Interest:</u> Inspector represents that he or she presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Inspector further represents that in the performance of this Agreement, no person having such interest will be employed.

4. <u>Nondiscrimination:</u> Inspector shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

5. Indemnification:

(a) Inspector shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Inspector's performance of the project or his or her failure to comply with any of his or her obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Inspector or his or her agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Inspector shall be liable to District for any loss or damage to District property arising from or in connection with Inspector's performance hereunder.

6. <u>Insurance:</u> With respect to the performance of work under this Agreement, Inspector shall maintain and shall require all of his or her subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent inspector's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(e) Professional Liability (Errors and Omissions) Insurance for all activities of the Inspector arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(f) <u>Documentation</u>: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(g) <u>Policy Obligations</u>: Inspector's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) <u>Material Breach</u>: If Inspector, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Inspector resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Inspector, District may deduct from sums due to Inspector any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

7. <u>Method and Place of Giving Notice, Submitting Bills and Making Payments:</u> All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

Gravenstein Union School District Dave Rose, Superintendent 3840 Twig Avenue Sebastopol, California 95472 Locus Construction Services Ryan D. Henderson, Inspector of Record P.O. Box 876 Sonoma, CA 95476

When so addressed, any notice, bill, or payment shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

8. <u>Termination:</u>

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Inspector. In the event District elects to terminate the Agreement without cause, it shall pay Inspector for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Inspector shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Inspector.

9. <u>Due Performance:</u> Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

10. <u>Taxes:</u> Inspector agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Inspector agrees to furnish District with proof of payment of taxes on those earnings.

11. <u>Dispute Resolution</u>: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

12. <u>Choice of Law and Venue</u>: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Sonoma, California, and no other place.

13. <u>Merger:</u> This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14. <u>Assignment/Delegation:</u> Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

15. <u>No Third-Party Beneficiaries:</u> There are no intended third-party beneficiaries to this Agreement.

16. <u>No Waiver of Breach:</u> The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

17. <u>Force Majeure</u>: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

18. <u>Severability</u>: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

19. <u>Headings</u>: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

20. <u>Execution in Counterparts</u>: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

21. <u>Authorization</u>: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

22. <u>Attachments</u>: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A: Proposal & Scope of Services Attachment B: Project Inspector's Fee Schedule



Hillcrest Heat Mitigation

Project Inspector Proposal

20 APR 2021

Proposal for DSA Project Inspection Services

Provided to:

Gravenstein Union School District Re: Hillcrest Heat Mitigation Attn: Dave Rose, Superintendent 3840 Twig Avenue Sebastopol, California 95472

Description: Locus Construction Services (LCS) is honored to provide the following proposal for DSA Project Inspection services **Hillcrest Heat Mitigation Project** in Santa Rosa, CA. LCS will provide the following general services as part of this proposal based on the requested scope of work:

- 1. Perform specific duties in accordance with Title 24, Part 1 (Sections 4-333, and 4-342)
- 2. Provide Inspection Services in accordance with DSA IR A-8 and the Construction Documents.
- 3. In addition to the minimum requirements set forth in DSA IR A-8, provide inspection of all aspects of construction and as described in the provided DSA-103
- 4. Coordination with Special Testing & Inspection and Soils contracted firm
- 5. Maintain a log of time spent on site and provide that information to the district appointed onsite District Representative.
- 6. Coordinate work with the District Project Manager, Construction Manager, Geotechnical Firm, Testing lab, GC Superintendent, Architect and any other consultants as needed.
- 7. Alert the onsite District Representative of any issue that may impede work and have a thorough understanding of all requirements of the construction documents.
- 8. Inspect all portions of the work including but not limited to compliance with the requirements of the approved construction documents and Ross Valley School District Standards.
- 9. Inspect work for quality and identify, document, and report all construction deviations from the requirements of the DSA approved construction documents.
- 10. Submittal of DSA forms throughout the construction schedule, uploading DSA documents to DSA Box.
- 11. Schedule and coordinate with all special testing and laboratory inspections and assist in validating invoices.
- 12. Attend onsite construction meetings, preconstruction meetings, and any other special meetings as required by the district.

Schedule: LCS is prepared and available to perform inspection services with the understanding the anticipated start of construction is June 2021 with an anticipated completion in July 2021. Given the scope of work, LCS recommends part time inspection averaging (16) hours per week with a (4) hour minimum per visit.



Hillcrest Heat Mitigation

Project Inspector Proposal

20 APR 2021

INSURANCE REQUIREMENTS

See attached insurance certificates. Additional insured requirements would be provided upon selection as required per the Agreement for Inspection Services.

CONSTRUCTION DOCUMENT RECEIPT

I, Ryan D. Henderson, am in receipt of the project's construction document drawings, and specifications via email from Bryan Valdez of Counterpoint Construction Services on 08 APR 2021 and have reviewed the documents and have an understanding of the project scope of work and requirements.

REFERENCES

George Kalligeros Elmast Construction Services DSA Project Inspector #1921 (415) 240-1432

Jason Polyzos Advanced Inspections Inc DSA Project Inspector #5818 (510) 962-2254

Kenneth Kerch Gilbane Building Company Senior Project Manager (669) 207-7872





APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Renewal

Period: February 22, 2021 – June 30, 2021

Contractor Information

Contractor Name: RD Henderson Architects, Inc.

Trade Name: Locus Construction Services

Locus Laser Scanning

License Type Number: PW-LR-1000386968

Contractor Physical Address

Physical Business Country: United States of America Physical Business Address: 18443 1ST AVE Physical Business City/ Province: Sonoma Physical Business State: CA Physical Business Postal Code: 95476

Contractor Mailing Address

Mailing Business Country: Mailing Business Address: Mailing Business City/ Province: Mailing Business State: Mailing Business Postal Code:

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: locusconst@gmail.com Applicant's Email: locusconst@gmail.com

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Exempt from workers' compensation insurance

Carrier:

Policyholder Name:

Policy Number:

Inception Date:

Expiration Date:

Certification

- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Ryan David Henderson, the undersigned, am, RD Henderson Architects, Inc. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 2/22/2021 10:42:32 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: RD Henderson Architects, Inc.

RYAN DAVID HENDERSON

California Licensed Architect C-30242

DSA Project Inspector #5807







415.867.7095

locusconst@gmail.com

18443 1st Avenue

Sonoma, California 95476

PROFESSIONAL EXPERIENCE

Award winning design professional and DSA project inspector with over 15 years experience in architecture and construction. Background includes work in multiple industries, including public education, hospitality, private residences, and commercial office. Honors graduate of Pratt Institute, California licensed architect, & DSA Class II Project Inspector. Successful as both a project manager and team member with a combined \$20 - \$60 million under management. Versatile, with an innovative, creative and original approach. Thorough knowledge of design/construction process, building codes, ADA, and client negotiations. Dedicated to excellence in all endeavors.

PROJECT DEVELOPMENT

- Simultaneously manages several A/E firms, CM, GC, IOR, Geotechnical, and Industrial Hygienist consultants for educational modernization projects.
- Directed multi-million dollar educational campus projects as Senior Project Manager, Project Architect and Construction Administration Manager.
- Compiled multidisciplinary constructability reviews saving project costs and time.
- Originated preliminary design concepts, competition entries, and construction documents including specifications for a broad range of project types.
- Extensive on-site construction administration and observation of all project phases.
- Coordinated consultants' drawings, material selection, code analysis, accessibility compliance, and permit review processes.
- Observation and reporting of on-site construction installation in compliance with Title 24 regulations.
- Uses the latest in inspection measurement tools including skilled operation of 3D high density scanning systems and software.

INTERPERSONAL SKILLS

- Provided uncompromised client service for design decisions, finish materials, programming, budgetary requirements, cost analysis, and close out procedures.
- Managed team of designers and construction specialist in all phases of projects, from master planning to building commissioning to opening dedications.

TECHNICAL PROFICIENCY

• Skilled in both Mac and PC networks, several CAD packages, and image editing.

EDUCATION

BACHELOR OF ARCHITECTURE, Honors Graduate May 1997 Pratt Institute, Brooklyn, New York

Major Projects

Ross Valley S.D. Administration Office	App#01-118557	Cost: \$3,839,700
San Anselmo, CA	26,054 s.f.	Jan 2020 - Oct 2020
College of Marin Modular & Portable Bldgs.	App#01-118027	Cost: \$1,078,000
Petaluma, CA	9,800 s.f.	Sep 2019 - Apr 2020
Cinnabar ES Site & Kitchen Improvements	App#01-118027	Cost: \$1,981,000
Petaluma, CA	15,912 s.f.	May 2019 - Oct 2019
Roseland University Prep Field	App#01-116927	Cost: \$801,900
Santa Rosa, CA	5 acres	Jun 2019 - Oct 2019
College of Marin Field Improvement Project	App#01-116927	Cost: \$5,835,000
Kentfield, CA	5 acres	Jun 2018 - May 2019



Hillcrest Heat Mitigation

Project Inspector Proposal

20 APR 2021

Attachment B: Project Inspector's Fee Schedule

Project inspector RFP Information

Ryan D. Henderson P.O. Box 876, Sonoma, CA 95476 Cell: 415-867-7095 Office: 707-809-5550 Email: LocusConst@gmail.com

Entity Type: S-Corporation, RD Henderson Architects, Inc. dba Locus Construction Services Owner: Ryan D. Henderson Size: Sole Owner Operator Location: 18443 1st Avenue, Sonoma, CA 95476

DSA Project Inspector #5807 Class 2 Recertification Date: June 2021

California Licensed Architect C-30242 Renewal Date: April 2023

Department of Industrial Relations Registration PW-LR-1000386968 Expiration Date: June 2021

FEE SCHEDULE

Hourly Rate: \$90 per hour with a (4) hour minimum per site visit

Other applicable fees: None with the assumption that any construction document reproduction costs will be provided by the District or others.

Estimated total project inspector fee: Part-time Inspection Services averaging (16) hours per week for a minimum of (8) weeks at \$90 per hour = \$5,760

Given the scope of work and short construction duration, current market conditions, manufacturing and delivery delays, expectations would be for the project to go slightly beyond the projected completion date. Therefore I would **expect the actual duration of Inspection Services would be averaging (16) hours per week for an anticipated (8) weeks at \$90 per hour = \$11,520**



AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement"), made this 11th day of May 2021, by and between the GRAVENSTEIN UNION SCHOOL DISTRICT a political subdivision of the State of California ("District") and COUNTERPOINT CONSTRUCTION SERVICES, INC., a duly qualified consultant in the area(s) of Construction Management ("Consultant").

District and Consultant hereby agree as follows:

1. <u>Scope of Services:</u>

Consultant agrees to provide DISTRICT WIDE CONSTRUCTION MANAGEMENT SERVICES to the District as set forth in Attachment A.

2. <u>Contract Documents:</u>

The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. <u>Compensation:</u>

As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in **Attachment A**.

4. <u>Term of Agreement:</u>

The term of this Contract shall be from, July 1, 2021 to June 30, 2022 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District:

Consultant:

P

Tenaya Dale, VP Construction Services Name/Title

David Rose, Superintendent Name/Title

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

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2 COUNTERPOINT

COUNTERPOINT

GENERAL PROVISIONS

1. <u>Consultant's Warranty:</u> District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

2. <u>Status of Consultant:</u> The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.

3. <u>Conflict of Interest</u>: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Consultant further represents that, during the performance of this Agreement, no such conflict of interest shall exist. If Consultant participates in the planning, development, or negotiation of a contract or other matter for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

4. <u>Extra (Changed) Work:</u> Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

5. <u>Nondiscrimination</u>: Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

6. <u>Transfer of Rights:</u> Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining

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from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. <u>Ownership of Work Product</u>: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. <u>Insurance</u>: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) <u>X</u> Required/__Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

(b) <u>X_Required/__Not Required</u>: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

(c) <u>X</u>*Required/__Not Required:* Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for



each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(e) _x_Required/_Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(f) <u>Documentation</u>: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

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(g) <u>Policy Obligations</u>: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) <u>Material Breach</u>: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. <u>Method and Place of Giving Notice, Submitting Bills and Making Payments</u>: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District:	Consultant:
Gravenstein Union School District	Counterpoint Construction Services, Inc.
3840 Twig Avenue	3663 North Laughlin Rd Suite 101
Sebastopol, CA 95472	Santa Rosa, CA 95403
Attention: David Rose	Attention: Tenaya Dale
Superintendent	VP Construction Services

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. <u>Termination:</u>

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for the reasonable value of services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

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COUNTERPOINT

www.counterpointcs.com

12. Security. (K-12 districts only) By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

 \underline{X} are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

(b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site: (1) Consultant



and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

13. <u>Due Performance</u>: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

14. <u>Taxes:</u> Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

15. <u>Dispute Resolution</u>: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

16. <u>Choice of Law and Venue</u>: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of SONOMA, California, and no other place.

17. <u>Merger</u>: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. <u>Assignment/Delegation</u>: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. <u>No Third-Party Beneficiaries:</u> There are no intended third-party beneficiaries to this Agreement.

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20. <u>No Waiver of Breach</u>: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. <u>Force Majeure</u>: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Event Events.

22. <u>Severability</u>: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

23. <u>Headings</u>: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. <u>Execution in Counterparts</u>: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25. <u>Authorization</u>: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

26. <u>Attachments</u>: The following Attachments, attached hereto, are incorporated herein by reference:

27. <u>Terms of Payment</u>: District agrees to pay a monthly bill based on scope outlined in Attachment A. No retention or withholding is permitted for any reason. In the event a late payment, District shall pay the sum of \$10.00 for each day that the payment is late, in addition to invoice sum.

Attachment A - Scope of Services/Compensation

Page8

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Attachment "A"

May 11, 2021

David Rose, Superintendent Gravenstein Union School District

Dear David,

Thank you for allowing Counterpoint Construction Services, Inc. the opportunity to provide you with our fee and rate schedule. We have structured our fees and rates according to project phases.

Our Proposal includes three phases for each project. These are as follows:

- 1) Pre-construction and Award Services: Basic services required for planning, administrating, bidding and processing work precedent to the Board award of contract.
- 2) Construction Services: Basic services required measured from the month in which the Board awards the contract for the project and ending at the scheduled completion time. This phase is intended to expire 30 days after Contractor's scheduled completion date to allow for standard contract closeout. If the project is delayed beyond this time, due to no fault of the project manager, additional services may be charged at our hourly rates.
- 3) Extended Closeout and Warranty Services: All services required after the end of the scheduled completion date described above.

<u>Phase of Service:</u> Pre-construction & Award Construction Services Extended Closeout/Warranty <u>Basis of Payment:</u> Hourly Percent of Contract Award Hourly

Percent of Contract Award Fee-based Services:

At the time of award of construction contract, our fee for Construction Services Phase will be established as follows based on Contractor award amount:

Projects less than \$600,000 at time of award: Hourly

Projects between \$600,000 and \$1,500,000 at time of award; 5% of construction cost.

Projects between \$1,500,001 and \$9,000,000 at time of award; 4.5% of construction cost.

Projects in excess of \$9,000,001 at time of award; 4% of construction cost.

3663 North Laughlin Rd Suite 101, Santa Rosa, Calif 95403 707-824-8440 | Fax 707-824-0254 | Lic. # 407339, Class B





Hourly Services: Our hourly rates are as follows:

Principal:	\$ 170.00 per hour.
VP Construction Services:	\$ 155.00 per hour.
SR. Project Manager:	\$ 140.00 per hour.
Project Manager:	\$ 120.00 per hour.
Project Engineer	\$ 95.00 per hour.
Project Support:	\$ 65.00 per hour.

These rates are assessed based upon actual time of service to the nearest half-hour, including direct driving time.

Hourly rates and Fee-Based proposals are all-inclusive, except as excluded below in "Fee Qualifications", and except as noted as additional services or as reimbursable costs below. All home-office payrolls, overhead, fuel, vehicle, phone, regular mail, fax, computers and cell phone costs are included in our hourly rates.

FEE QUALIFICATIONS

The following costs shall be reimbursed at the rate of actual cost plus 10%:

- Blueprinting.
- Claims, Cost or Scheduling consultants hired with consent of District.
- UPS, FedEx or Cal-Overnight Charges.
- Schedule reproduction (larger than 8.5 X 11).
- Reproduction and binding for monthly reports.
- Bid Advertisements.
- Authorized expenditures.
- Permits, Fees, Utility Company Fees.

<u>Hourly or Lump Sum Additional Services (These services are considered additional services, to be provided if and as agreed between District and Consultant)</u>

- Constructability Review.
- Estimating Services.
- Value Engineering.
- Preparation of CPM Schedules or As-Built Schedules.
- Facility Needs Assessments
- Deferred Maintenance Planning







The following listed items are excluded from our Fee Proposal:

- Responsibility for handling, assessment or abatement of Hazardous Materials or Substances, including Black Mold, Lead or Asbestos.
- Liability for Site Contractor's compliance with safety regulations, or proper payment and reporting of prevailing wages.
- Services provided by the Architect or any of the Architect's sub-consultants or by Registered Design Professionals.
- Services provided by the Geotechnical Consultant.
- Inspection Services provided by the District's Inspector of Record.
- Special Testing and Inspection services.

Sincerely, COUNTERPOINT CONSTRUCTION SERVICES, INC.,

Tenaya Dale Vice President Construction Services



Page3

3663 North Laughlin Rd Suite 101, Santa Rosa, Calif 95403 707-824-8440 | Fax 707-824-0254 | Lic. # 407339, Class B

RESOLUTION 200316-1

BY THE GRAVENSTEIN UNION SCHOOL DISTRICT BOARD OF EDUCATION DECLARING EMERGENCY CONDITIONS EXIST AT SCHOOLS AND OFFICES IN THE DISTRICT AND GRANTING THE AUTHORIZATION NEEDED TO TAKE ANY AND ALL NECESSARY ACTIONS TO PREPARE AND RESPOND EFFECTIVELY TO THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, the World Health Organization has declared COVID-19 has to be a global pandemic; and

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, as of March 12, 2020, there were 221 reported cases of COVID-19 and 4 cases reported resulting in death in California; and

WHEREAS, there are at least 2 reported cases in Sonoma County, and county, state and federal health officials expect the number of cases to increase; and

WHEREAS, strict compliance with various statutes and regulations would prevent, hinder or delay appropriate action necessary to prevent and mitigate the effects of COVID-19 if no action is taken; and

WHEREAS, it is in the best interests of students, staff and the community to prepare for and implement measures to respond to the imminent potential spread of COVID-19; and

WHEREAS, it is necessary to ensure that instruction continues in a manner best determined by the District which supports continued learning, including but not limited to distance learning; and

WHEREAS, it may become necessary to allow employees to take a leave of absence with pay due to quarantine or having recently returned from Level 3 Travel Health Advisory countries or sick from COVID-19 or illnesses with similar symptoms (cough, fever, shortness of breath) or cohabitants of any individuals without any impact to their benefit time pursuant to Education Code sections 44964 and 45199; and

WHEREAS, California Public Contract Code Section 20113, provides that in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote, with the approval of the county superintendent of schools, do either of the following:

 Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bids.
 Notwithstanding Section 20114, authorize the use of day labor or force account for the purpose; and

WHEREAS, an emergency exists requiring such action as defined in Public Contracts Code Section 1102 of the Public Contract Code and Public Resources Code and California Environmental Quality Act Guidelines 14 CCR section 1569(c); and

WHEREAS, the Superintendent requires that the Board declare that an emergency exists and grant the authority to take any and all action to ensure compliance with local, state and federal directives and legal mandates, ensure instruction continues, enter into any and all contracts to respond to emergency conditions at District sites and protect the health, safety and welfare of students and staff; and

WHEREAS, approval of this resolution would allow the Superintendent to immediately respond to rapidly changing health and safety concerns and designate employees as disaster service workers pursuant to Government Code 3100.

NOW, THEREFORE BE IT RESOLVED, that the Board of Education of Gravenstein Union School District determines that the circumstances described in this Resolution herein constitute an emergency condition for which immediate action may be necessary; and

BE IT FURTHER RESOLVED that the Board of Education by unanimous vote pursuant to section 20113 of the Public Contract Code and subject to approval by the Sonoma County Superintendent of Schools, authorizes the execution of contracts without advertising or inviting bids; and, notwithstanding section 20114, authorizes the flexibility of the Superintendent to respond to the emergency conditions at district sites and offices; and

BE IT FURTHER RESOLVED that the Board of Education authorizes the Superintendent and/or his/her designee to take any and all actions necessary to ensure the continuation of public education, protect the health and safety of the students and staff at district sites, including, but not limited to, the relocation of district resources, directing staff to serve as disaster service workers pursuant to Government Code section 3100, allowance of leaves of absences, make provisions options for alternative educational programs and student transportation and take all action necessary pursuant to this Resolution to prepare and respond effectively to COVID-19.

PASSED AND ADOPTED by the Governing Board of the Gravenstein Union School District on the [6th Day of March, 2020, by the following vote:

AYES: 5 NOES: 0 ABSENT: 0 ABSTENTION	S:
0 / /	
Board President Signature:	ate:
Board Clerk Signature:	ate:

GUSD Racial Justice Committee Recommendation for DEI consultant

Context:

The racial Justice committee was formed by mandate of the GUSD trustees to support building a comprehensive, rigorous, and thoughtful DEI program within the GUSD system.

Over the course of the past year, the committee has reviewed the GUSD resolution, and determined that a successful implementation of the mandate will require an expert consultant in the DEI space. To that end, the committee has sought out consultants and completed initial research and interviews in support of achieving these goals.

Foundational criteria we used to make recommendation:

- Clear understanding of our needs as a K thru 8 district, with an ability to provide age appropriate professional development support to staff and administration.
- Demonstrated ability to develop, plan, and execute on delivering a program that is tailored to our specific needs; and resolves gaps in our understanding as a district, while surfacing our existing successes and intrinsic strengths as a community.
- Comprehensive knowledge of the DEI space and awareness of the most current research and philosophies driving understanding within it.

Recommendation:

The committee is aligned in its recommendation to the district to hire Equity First in support of building out our Diversity, Equity, and Inclusion program for the Gravenstein Unified School district. Further, we suggest contracting them initially on the phase one of the program outlined in the attached proposals. We also recommend that the board consider and understand that this is a phased process. To build understanding and awareness, we have included an additional proposal prepared by Equity First that projects what a complete program in this space would look like; along with the resulting long term fiduciary responsibility that the district should consider when making this undertaking.

After completing the research and interview process, the committee found that Equity First meets the above criteria and we believe would be a good fit to assist us in developing our DEI program. We hope you will review this recommendation favorably and move forward with the Equity First proposal #1 as written.

EQUITY FIRST CONSULTING

DEB Community Engagement & Trainings Proposal

Diversity | Equity | Belonging

March, 29, 2021 Equity First Consulting Ana Lugo, Founder ana@equityfirstconsulting.com 707.529.9909

Equity First Consulting is pleased to submit the following Project Proposal to the Gravenstein Union School District.

Project	Diversity, Equity and Belonging Assessment and Trainings
Start Date	April 2021
End Date	August 2021

Glossary

Diversity, Equity, and Belonging (DEB) have become ubiquitous in today's parlance, but because they have flourished so profoundly, and because the work of DEB is so foundational to best practices, we believe that beginning with definitions is critical to success. Without shared language and meaning-making, DEB work is destined to fail. Here are some of the terms we will be using throughout this document and in our work with you, should we decide to partner together, and how we at Equity First Consulting define them.

Client	Gravenstein Union School District, GUSD
Consultant	Equity and Community Engagement Specialist, Diversity Consultant
EFC, Equity First	Equity First Consulting
Equity-Centered Design	Project design process that helps teams and organizations build efforts that do not replicate systems of oppression and supports development of structures and leadership that are built on a foundation of diversity, equity and belonging.
Cultural Responsiveness	Being aware of and understanding that cultures may engage differently and pivoting to meet those needs.
Diversity, Equity and Belonging, DEB, DEI, DEIB	The active celebration and utilization of our unique and collective identities, experiences, knowledge, and wisdom to transform and evolve communities, institutions and systems to meet our needs and provide resources in order to live full, healthy, thriving lives, be full participants of, and make demands upon the communities we live in.
Anti-Racism	The active process of identifying and eliminating racism by changing systems, organizational structures, policies, and practices and attitudes, so that power is redistributed and shared equally.

Organization Information/Qualifications

Equity First

Equity First Consulting is a Diversity, Equity and Belonging Strategy Firm co-designed by women of color and their accomplices. This firm is led by Equity First Founder Ana Lugo, whose passion and commitment to social equity is embedded in every aspect of her work. Ana's vision, a world where we work together to dismantle oppressive structures and foster and value all identities, sets the framework from which to deeply understand the causes of and ways to address structural inequities. Ana's vision also elevates the importance of building community and teams rooted in shared values. Supported by a wide network of cross sector leaders who embrace diversity and elevate power, Ana and Equity First allies are dedicated to creating social change through design and implementation of meaningful engagement, strategy building, leadership development, and program redesign to achieve equity and belonging. Equity First works with private and public organizations to develop internal cultures that foster and celebrate equity and meaningfully engage their leaders at all levels to create a community culture that reflects these values and practices.

As our society continues to evolve and develop with minorities now making up the New American Majority, our systems and structures must, in effect, themselves evolve. It will be critical to create spaces that foster the safety and agency of individuals long disenfranchised and ignored. Equity-centered design ensures that teams and organizations are not replicating systems of oppression and that new structures and leadership are built on a foundation of diversity, equity and belonging.

Equity First also serves as a platform for leaders who are underrepresented in our structures today by connecting and collaborating with individuals and public, private, and non-profit organizations striving toward a more equitable society. Equity First has quickly established itself, serving a number of statewide, regional, and local clients, including California's First 5 Association, the Tipping Point Community, Sonoma Academy, and the Community Development Commission of Sonoma County.

Why We Are Different

Equity First's approach focuses on weaving together the assets from the dominant culture in which institutions exist together with the values and practices of targeted non-dominant communities in order to ensure the development of genuine relationships.

- We model (both within our business itself and in our public-facing roles) solidarity and meaningful engagement across societally-imposed boundaries. In other words, we live the world we are working to help build.
- We focus on the outcomes and measurable impacts of DEB work, not simply the language. We
 only work with organizations who are as committed to DEB as we are and we work with them to
 operationalize it.

- We are women of color founded and owned.
- Each project is tailored to the specific gifts, challenges, and lived realities of the client and the stakeholder communities most directly impacted by the clients' policies and practices.
- We model and teach organizations how to shift practices so that equity is centered, action to dismantle inequitable systems are the goal, and reflection, refinement, and action are continuous. There is no end to this road. The journey towards equity and belonging must be ongoing.

Understanding of Needs

Gravenstein Union School District has asked Equity First Consulting to deliver a proposal that addresses the following needs:

Community Engagement: Gravenstein Union School District is asking Equity First Consulting to engage their school community, including alumni, families, and staff in a series of focus groups designed to paint a holistic picture of the district's assets and growth areas through a lens of Diversity, Equity, and Belonging.

DEB Training for DEI Committee: Based on the community engagement, conversations with the core team, research, and EFC's gap-analysis, GUSD is seeking a 4-part training series whereby the core DEI committee will do deep dives into DEB, implicit bias, equity-driven leadership, transformational systems change, and culture shift.

DEB Professional Development for School Staff: Based on the community engagement, conversations with the core team, research, and EFC's gap-analysis, GUSD is requesting professional development whereby district teachers and staff will do deep dives into DEB, implicit bias, culture shift, and teaching-specific topics such as culturally responsive pedagogy or building communities of belonging in the classroom.

Keys to a Successful Partnership

Equity First Consulting is committed to working with clients for whom DEB is foundational to who they are as individuals and as an organization. We are committed to helping you operationalize your values in meaningful and pervasive ways. Because our vision is a world where firms like ours are no longer required, we only work with clients who are committed to the following, which we believe are key to the success of a project this important.

Partnership - DEB work can only succeed within a true partnership, whereby we and our clients work together to bend the moral arc of our corner of the universe towards justice. Neither you, nor we, can do this work alone. It must happen in community, and that is what we are looking to co-create here with you.

Trust - We trust that you are coming into this process because you believe that the hard work of building a more equitable and inclusive organization is paramount to justice and sustainability. You trust that we will work in good faith with your organization to maintain confidentiality and help you build capacity to further this work on your own at the end of our contract.

Transparency - We cannot do this work well without a transparent relationship with our clients. We will do everything we can to help you guide your organization towards its best self, and we can only do that if we have meaningful access to how your organization operates today. We will work with you to coidentify the specific people, documents, etc. that we need in order to give you an honest and holistic assessment, and then access to those people and documents is paramount to the work.

Vulnerability - Talking about racism, ageism, misogyny, ableism, etc. is difficult. We all come into this work with real life experiences that cause us to feel pain, guilt, anger, and sometimes shame. We must be willing to lean into our vulnerability and discomfort if we are to be the change we want to see in the world. We promise you that we will hold space for your vulnerability, and we will bring our own.

Solidarity - We are committed to centering the voices, community cultural wealth, and lived experiences of those who are most marginalized by overlapping systems of oppression and who are most impacted by the programs and policies of your organization. We will bring their voices into the room and center their needs. We stand on the shoulders of those who came before us and we work to build a better world for those who come next.

Project Approach

Equity First's approach focuses on weaving together the assets from the dominant culture in which institutions exist together with the values and practices of targeted non-dominant communities in order to ensure the development of genuine relationships. This community centered structure ensures that appropriate research, assessment, leadership and team development, training, coaching, and service delivery is developed and implemented using equity-centered methodologies and tools.

Equity-centered design ensures that teams and organizations are not replicating systems of oppression and that new structures, leadership, and/or efforts are built on a foundation of DEB. Equity First Consulting is committed to honoring and utilizing the collective wisdom of communities served by the institutions seeking the services of our firm.

Equity First will bring its relational expertise to identify points for internal and external efforts to be coordinated and reflective of internal capacity and external need by using a Diversity, Equity and Belonging (DEB) framework. Following this community engagement, Equity First will design a culturally-responsive curriculum using a DEB framework to provide training for the core DEI team as well as professional development for teachers and staff.

Outcome #1: Engage alumni, family, and staff through a lens of DEB and anti-racism to generate a snapshot of the client's current strengths and growth areas in regards to Diversity, Equity, and Belonging.

Methodology: Equity First Consulting will utilize a design-to-the-margins approach to engage key alumni, families, and staff members in focus groups designed to capture the strengths and growth areas of the district today in regards to Diversity, Equity, and Belonging.

Deliverables: Powerpoint presentation with themes, takeaways, and questions/suggestions for reflection presented to the district DEI team.

Outcome #2: Build organizational capacity for Diversity, Equity, and Belonging.

Methodology: Equity First Consulting will work with the client to determine, based on the community engagement and conversation with the core team, the topics and flow of a series of trainings designed to build the capacity of the DEI team in regards to DEB. We will then design a tailored interactive and holistic curriculum and implement it over the course of four dates as co-determined by EFC and the client.

Deliverables: Four training sessions geared to the specific needs of the organization as co-established between Equity First Consulting and the client.

Outcome #3: Build staff capacity for Diversity, Equity, and Belonging.

Methodology: Equity First Consulting will work with the client to determine, based on the community engagement and work with the DEI team, the topics and flow of one-day professional development session designed to build the capacity of teachers, staff, and leadership in regards to DEB. We will then design a tailored interactive and holistic curriculum and implement it over the course of one day as codetermined by EFC and the client.

Deliverables: One full-day professional development session geared to the specific needs of the staff as co-established between Equity First Consulting and the client.

Scope of Work, Timeline and Budget

Equity First has provided initial target dates within the Scope set forth on the following pages and will work with Client's project lead to develop a full timeline based on Client's needs.

Tasl	ks and Budget		
Contractor's project rate of pay for all services following activities:	performed is \$30,000. Co	ontractor will	perform the
Tasks	Deliverables	Amount	Timeline

Outcome 1: Community Engagement		\$9,000.00	April-May
1.1 Work with core team to identify voices, including those that have been historically marginalized and are the most impacted by the district, to recruit for focus group sessions.	1-hour facilitation	1000	
1.2 Conduct focus groups with identified stakeholders to better understand the needs of the community members most impacted by the organization, as well as the community cultural wealth that live within.		4500	
1.3 Synthesize the results of the focus groups.	Powerpoint presentation	2000	
1.4 Present the results of these findings to the core team, and discuss ramifications for DEB capacity building sessions.	1.5 hour facilitation	1500	
Outcome 2: Build organizational capacity for Diversity, Equity, and Belonging.		\$12,000.00	June-August
2.1 Provide trainings on Diversity, Equity and Belonging, implicit bias, equity-driven leadership, culture shift and systems change.	Four 2-hour training sessions	12000	
Outcome 3: Build staff capacity for Diversity, Equity, and Belonging		\$9,00.00	August
3.1 Meet with school leadership team to determine topics and flow of professional development day.	1-hour meeting	1000	
3.2 Provide professional development for teachers and staff on Diversity, Equity and Belonging, implicit bias, culture shift, systems change, and equity-driven transformative pedagogy.	1-day professional development day (4-8 hours)	8000	
TOTAL	-	\$30,000	



April 21, 2021

David Rose, Superintendent Gravenstein Union School District 3840 Twig Avenue Sebastopol, California 95472

cc: Will Deeths, Principal at Hillcrest Middle School cc: Keri Pugno, Principal at Gravenstein Elementary School

Re: Strengthening Diversity, Equity, and Inclusion at Gravenstein Union School District

Dear Dave, Will & Keri:

Thank you very much for reaching out to me to continue to support your internal Diversity, Equity, and Inclusion (DEI) strategies. I am impressed with you and the internal work that has been done to evaluate and commit to creating a safe, healthy, and equitable environment where all students, employees and parents can continue to thrive.

As per our previous conversation, my services with KAL Consulting can meet your goals and intended expectations to elevate the implementation of the identified needs as highlighted in the September 2020 Gravenstein Union School District Board Racial Justice, Equity and Inclusion Resolution. I propose to utilize a partner of mine, Mandy Benson, of MJ Benson Consulting, who not only is a Human Resources Consultant, but has experience in Sexual Harassment Prevention, Title IX campus prevention work, and has recently begun training alongside me at DEI trainings, where she shares her experiences as a white woman supporting other white people to identify their privilege and how to authentically talk about race.

SERVICES

- 1. All Staff Diversity, Equity, and Inclusion Training
 - a. Additional small trainings by department
 - b. Leadership DEI trainings Admin Team & Department Heads
 - i. Emphasis on inclusive curriculum, activities and leading the change
- 2. Design, Conduct, and Analyze
 - a. A Community Wide DEI Survey
 - b. Enhancing Parent Education Nights and experience
- 3. Advise and Consult Racial Justice/ Equity Committee
 - a. Review of resolution and school site initiatives
 - b. Attend meetings as needed
- 4. Coaching hours for the Principals to support guiding the process & implementation

In the next few pages, I've provided a brief overview of each of the services that can be discussed further and designed to meet your needs.

SERVICE OVERVIEW

Diversity, Equity, And Inclusion All Staff Training

How do we talk about race? How do we talk about bias? How do we address and prevent racial disparities and inequities in the workplace? What role do our institutions play in creating, maintaining, and magnifying those inequities? These questions and many more will be explored through a lens of personal inquiry,



science, and research provided through a presentation and dialogue that will offer the language and courage to help Gravenstein Union School District MS employees to take steps individually and collectively to identify and interrupt racial bias.

All Staff Training will include a focus on:

- Gravenstein Union School District's commitment to create a healthy environment where all employees and students can thrive
 - Across departments, programs and services
 - Centering the student experience recognizing where bias has impact
 - Acknowledging the necessity for all to engage authentically for professional/personal growth
- Establishing baseline understandings on current vocabulary/ key terms
 - Leveling the language playing field
- Tools to help everyone
 - Better understand and identify bias, privilege, and microaggressions
 - Understand why being "colorblind" and "not seeing race" is problematic
 - o Identify ways in which white privilege impacts everyone
 - Navigate difficult conversations about race
 - Bystander intervention
 - Practice dialogue and engage through Interactive Pair and Share or Role Plays

Small Group & Team Trainings

Departments | Admin Teams | Student Engagement

To dive deeper into Diversity, Equity and Inclusion *theory, vocabulary and implementation*, I recommend small groups by leadership teams, departments, and eventually student groups and parents.

- DEI Theory
- DEI Vocabulary
- How to implement DEI into the curriculum you're already using
- · How to facilitate conversations with students about difficult issues related to race
- What is intersectionality, and how does that complicate students identities, and conversations about race?
- The non-teaching staff play an instrumental role in the students experience and sense of belonging. Training and support for staff to identify, learn, and implement DEI through their unique but essential roles.

COMMUNITY ENGAGEMENT

Gravenstein Union School District is taking this opportunity to live out the charge in the Racial Justice and Equity Resolution, and I am confident I can teach the tools necessary to help this group enact the change they have been charged to make.

Community Wide Diversity, Equity, and Inclusion Survey

A great solution is to consider the feedback and insights given by members of the Gravenstein Union School District community.

I will partner with the Principals and all necessary stakeholders to take the previous DEI survey to the next level. It will be important to elevate the questions and opportunities for open - ended feedback to get a fuller understanding of the needs and expectations of the students, parents and employees.



Enhancing Parent Education Nights

The best way to implement the feedback given by parents is to integrate it into the existing Parent Education Night series.

- Review the intended goals of the training(s) and expected outcomes for parents
 - Map sessions out for each season/ school calendar
- Emphasize each parent's role in the success of these DEI initiatives
 - Encourage parents to attend regularly
 - Encourage parents to stay engaged and to extend the invite
- Identify succession planning and leadership for parents to continue the momentum

The Parent Education Nights have the opportunity to harness true community building amongst the parents and emphasize the importance of their role in continuing the conversations at home with their children. We want to identify the eager and most engaged parents to help leverage this program and continue its success.

Advise and Consult Racial Justice/ Equity Committee

In order for any organization to be successful in implementing DEI Initiatives, the leaders at the table brainstorming will need support. While I can assume committee members are committed to Gravenstein Union School District 's success in this initiative, it will be important to leverage their understanding and support actionable change.

- Review the resolution and breakdown each section
 - Identify items that already exist and can be enhanced
 - Identify items that need to be built and developed for Gravenstein Union School District s community
- Emphasize each member's role in the success of these DEI initiatives and encourage the pursuit of challenging the status quo and thinking long term
 - Inspire a review of current framework for opportunities for improvement
 - Recruiting and selecting new members
 - Assess current committee programs and identify the areas for improvement and sustainability

COACHING

Focused 1hr - 90min sessions *as needed* (unless regular scheduling is requested) in support of Principal Deeth's quest to enhance awareness and implementation of identified DEI Initiatives. Each session will be a combination of prioritizing the initiatives, diving into the details of implementation, and identifying the support for execution.

DELIVERABLES

The following is a list of all project deliverables:

- 1. Deliver an All Staff Training
 - a. I will partner with the Principals to identify key criteria and design and review the training to ensure that it meets the needs of the staff.
 - b. Provide a Key Concepts List with definitions and Book/Podcast recommendations
 - c. Small Group and Team Trainings
- 2. Community Engagement
 - a. Partner with the Principals to ensure the goals and objectives are communicated clearly to the school community members in soliciting their feedback through a DEI Survey
 - b. Work with the appropriate personnel in enhancing the Parent Education Nights
- 3. Support and guide the the Principals in identifying the priority tiers for implementation of DEI strategies



Kirstyne Lange, MPA KAL Consulting, LLC www.kirstynelange.com 619.318.0525 | kirstyne@kirstynelange.com

- a. I will partner with the Principals to help identify the most appropriate, pertinent, and necessary priorities for DEI implementation. The suggestion for "tiers" indicates that there may be recommendations that cannot be immediately addressed and need to be assigned a second or third tier in the overall plan. This also means guiding the decisions in the staff lead assignments ensuring that there's minimal risk & failure.
- b. I will partner with the Principals to establish the measurables that they will need to put in place to track the progress, success and failures of the implementation process. This will inform any need to pivot or the possibility of completing each recommendation.

TIMELINE

Logistically, we can begin discussion of the timeframes for training and support of the Racial Equity Committee. I imagine training can take place in April or May with a refresher at the start of the school year (personnel shifts). the Principals and all appropriate staff would need to provide the school calendar to assist in developing a timeline that works best.

PHASE 1	PHASE 2	PHASE 3
May - June	Summer 2021	Fall 2021
 DEI Foundational Education Training Sessions Information gathering - Survey Open sessions Racial Justice Group Faculty/Staff Parents Board 	 Curriculum Review & Development Summer Reading Program - Grade Levels/ Adults Parent Engagement Program Development 	 Review plans for Holiday/Events/Heritage Months Continued Faculty/Staff Training and curriculum support Office Hours for Feedback/Suggestions Student Engagement Activities Student Engagement Activities Student Government All School Assemblies Parent Enrichment Rolled Out Racial Justice Group (ongoing support)



PRICING

Time-Line	SERVICE TYPE	FORMAT	FEE
Early May	1 Hour Intro Training	Virtual Committee Training Racial Justice/Equity Committee Engagement	\$1200
Early May- Ongoing	Attending meetings to relay goals/implementation	Meeting Participation to Advise and Consult Racial Justice/Equity Committee Engagement	Hourly Rate
Mid May	1.5-3 Hour Training (90 Minutes minimum)	Virtual Training for All Staff (Spring 2021) All Staff for both Schools or All Staff for Gravenstein Elementary & All Staff for Hillcrest Middle School	\$5000 or \$2500 + \$2500
May 15 - Jun 30	90min Trainings 5-6 Trainings	Small Group/Department & Leadership Team Trainings (10-15 ppl)	\$1500
May - June	60min Coaching	Sessions with the Principals (Timeline and needs TBDI)	\$150/hr
Fall 2021	Presentation/Speech/ Facilitation TBD	Parent Night Participation and Presentation	\$1000
	Hourly Rate	Meetings, Independent work and Reporting	\$100/hr

CONCLUSION

I look forward to working with Gravenstein Union School District and supporting your efforts to improve your institutions diversity, equity and inclusion strategies. I am confident that I can meet the challenges ahead and stand ready to partner with you in developing and delivering effective DEI solutions.

If you have questions on this proposal, feel free to contact me.

Thank you for your consideration,

Kirstyne Lange, MPA CEO, KAL Consulting, LLC

LEASE-LEASEBACK AGREEMENT For the Hillcrest Middle School Heat Mitigation Project

THIS LEASE-LEASEBACK AGREEMENT ("Agreement") is entered into as of ______, by and between the **Gravenstein Union School District**, a California school district organized and existing under the laws of the State of California ("Owner"), and **FRC**, **Inc.** a California corporation and contractor licensed by the State of California ("Contractor"). Owner and Contractor are individually a "Party" or collectively the "Parties" to this Agreement.

RECITALS

WHEREAS, the Owner intends to make certain tenant improvements to the Hillcrest Middle School campus, located at 725 Bloomfield Rd., Sebastopol, CA (the "Project"), which is more fully described below;

WHEREAS, California Education Code section 17406 permits the governing board of a school district to lease to any entity real property owned by the school district if the lessee is required to construct on the leased premises, or provide for the construction thereon, facilities for the use of the school district during the term of the lease, and provides that title to the facilities shall vest in the school district upon expiration of the lease, so long as the district complies with the 'best value' process outlined in the code;

WHEREAS, the Owner has published a Request for Proposals for lease leaseback construction services, including preconstruction services, and Contractor responded and was found to have provided the 'best value' proposal as further described in Exhibit A hereto,

WHEREAS, in connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), attached hereto as Exhibit B, under which it will lease the Project site described and depicted in Attachment A to the Site Lease (the "Site") to Contractor in order for Contractor to construct the Project as described in this Agreement (the "Scope of Work");

WHEREAS, Contractor will lease the premises back to the Owner pursuant to a Facilities Lease (the "Facilities Lease"), attached hereto as Exhibit C, under which the Owner will be required to make lease payments to the Contractor for the use and occupancy of the Site, including the Project;

WHEREAS, upon expiration of the Site and Facilities Leases, title to the premises shall vest with the Owner; and

WHEREAS, Contractor is experienced in the construction of the type of school facilities and type of work desired by the Owner and is willing to perform the construction work for the Owner, all as more fully set forth this Agreement and the Contract Documents.

NOW, THEREFORE, in consideration of the covenants described herein, the Owner and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE I. <u>SCOPE OF WORK</u>. The Contractor agrees to furnish all labor, equipment, materials, and supervision, and to perform and satisfactorily complete all the work, free from any and all liens, stop notices and claims, required for the Project, located in Sebastopol, California, all in strict compliance with the Contract Documents, including the plans, drawings and specifications prepared by Persinger Architects ("Plans and Specifications").

The Scope of Work shall consist of the following two phases of work:

PHASE I

- 1. NEW HIGH REFLECTIVE ROOF AND INSULATION.
 - DETAILED IN THE RAMP REPORT FROM GARLAND
 - ROOF IS LIKLEY IN NEED OF REPLACEMENT REGARDLESS OF HEAT MITIGATION EFFORT
- 2. MECHANICAL IMPROVEMENTS (3 LEVELS)
 - o LEVEL 1
 - TEST AND REPROGRAM EXISTING HVAC SYSTEM, NIGHT FLUSH AND REPAIR AS NEEDED
 - o LEVEL 2
 - VRF OR PACKAGE UNITS (MAY HAVE ELECTRICAL IMPACT)
 - o LEVEL 3
 - ADDITIONAL FILTRATION FOR IMPROVED IAQ
 - o LEVEL 4
 - FULL AC RETROFIT AND ELECTRICAL SERVICE UPGRADE

PHASE II

- 1. PLANTING ALONG THE EAST AND WEST WALKWAY
 - WOULD HELP REDUCE THE HEAT GAIN FROM THE EARLY MORNING OR AFTERNOON SUN.
 - NEED TO BE MINDFUL OF SEPTIC SYSTEM ON WEST SIDE
 - CONSIDER MAINTENANCE OF THE PLANT SPECIES
 - LIKELY NEED TO BE POTTED
- 2. ENVELOPE IMPROVEMENTS
 - LEVEL 1 RETROFIT SOLUTIONS (CAN BE DONE IN STAGES)
 - EXTERIOR PAINTING
 - 1. LIGHT COLORS REFLECT MORE HEAT
 - RETROFIT INSULATION
 - CONFIRM EXISTING BUILDINGS HAVE NO INSULATION
 - A RETROFIT FOAM INJECTION SOLUTION
 - LEVEL 2 COMPREHENSIVE RECLADDING
 - REMOVE/REPLACE EXISTING STONE/STUCCO CLADDING
 - INSULATE WALLS
 - 1. CAVITY AND/OR EXTERIOR INSULATION SYSTEMS
 - THERMALLY IMPROVED WINDOWS & LOW-E GLAZING
 - 1. REDUCE HEAT GAIN THROUGH FRAME AND GLAZAING
- 3. IRRIGATION FOR WEST SIDE HILL
 - HELP REDUCE HEAT GAIN FROM SOIL

The Owner, at its sole discretion and without cause, shall be permitted to remove Phase II from the Scope of Work by providing written notice to the Contractor at least sixty (60) days prior to the anticipated start date for that phase. Contractor shall have no claims against the Owner, except the actual cost of labor, materials and services satisfactorily provided pursuant to the Contract Documents, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like.

Contractor warrants that it has a Class B contractor's license (number 715667) that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

Contractor shall be compensated \$3,500 for the performance of Phase I preconstruction services and \$3,500 for the performance of Phase II preconstruction services, as further set forth herein.

The Scope of Work shall include construction in accordance with any revisions to the Plans and Specifications that are made as a result of DSA review or at the direction of DSA.

Until DSA approval of the plans, drawings and specifications for the Project has been received by Owner, Contractor may not commence or perform any work on the Project for which a contractor's license is required and DSA approval is required.

<u>Pre-Construction Services.</u> Contractor shall perform the following pre-construction services for each phase of the Project. For Phase I, the preconstruction services shall be completed by **Monday, June 7, 2021**. Prior to Phase II, Contractor and Owner shall agree in writing as to the date of completion for the Phase II preconstruction services.

- a. *Site Evaluation.* Contractor shall perform an evaluation of the Site for the Project and make recommendations relating to scope, constructability, and schedule of the Project. Contractor shall also review the scope of necessary demolition work, if any, to develop a hazardous materials removal plan. The purpose of this evaluation is to improve the Project's design and minimize unforeseen conditions. At Owner's request, Contractor shall provide the results of its evaluation in written form to the Owner.
- b. *Constructability Review.* Contractor shall provide at least 2 constructability reviews of the Plans and Specifications before or at each of the following intervals of preconstruction: (i) one upon the completion of design development; and (ii) one immediately prior to the submittal of the Plans and Specifications to DSA.

Contractor shall review the Plans and Specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Contractor's review shall emphasize ensuring that the Project can be completed within the Owner's available budget to the level of quality and educational goals desired, and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify items requiring a long lead time

before construction. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Project.

- c. *Design/Coordination Meetings*. Contractor shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of design professionals and specialty subcontractors.
- d. *Schedule.* Contractor shall develop a master critical path method ("CPM") project schedule for the Project that shall include all milestone dates for the Project, including submittal of Contractor's GMP proposal for the Project, completion of design development, submittal of all estimates contemplated by the Contract, re-submission of the Plans and Specifications to DSA (if necessary), anticipated re-approval by DSA (if any), finalization of Contract Documents, construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, and Owner move-in. Contractor's schedule shall be submitted to the Owner for approval within 30 days' of execution of this Agreement; the Owner shall have the right to request reasonable changes and updates in the schedule. Contractor shall provide schedule updates with each estimate, or more often if reasonably requested by the Owner or if required in Contractor's judgment to communicate changes in market conditions.
- e. *Estimates*. Contractor shall provide an estimate of total Project cost, as well as necessary updates to that estimate. Contractor's initial estimate shall be due to the District within two weeks of completion of its first constructability review. Updated cost estimates shall be given in accordance with the approved CPM project schedule for the Project. Contractor shall also provide an updated estimate upon the submission of the Plans and Specifications to DSA (and at any other time required or reasonably necessary pursuant to this Agreement). Contractor's cost estimate shall identify all trades and unit costs and shall also identify all allowable general condition costs and fees. If any cost estimate submitted to the Owner exceeds a previously approved estimate, the Contractor shall make appropriate recommendations to the Owner for reducing the estimated cost of the Project. All estimates shall assume that construction of the Project is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and that the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- f. *Construction Planning*. Contractor shall provide assistance to Owner in construction planning, including phasing, staging, site logistics, sequencing, fencing, office locations and means and methods of construction. The Contractor shall (1) provide a preliminary evaluation of the Owner's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule pursuant to Subsection d. above; (3) develop a preliminary cost estimate for each type of work contemplated by the Project pursuant to Subsection e. above; (4) clarify and delineate the Architect's, the Contractor's, and the Owner's respective duties and responsibilities; and (5) set forth a plan for the administration and coordination of all Work on the Project, including pre-construction meetings. The Architect and Owner shall review the above for acceptance. Contractor will also ensure that all Work complies with the guidelines established by the State of California Office of Public School Construction and any other Federal or State agencies having jurisdiction over the Project. The objective of this step will be to develop an overall

program strategy as relates to timing, budgets, construction materials, means and methods and the program interface during construction.

ARTICLE II. <u>CONTRACT DOCUMENTS</u>. The Contractor and the Owner agree that this Agreement; the Request for Proposals; the General Conditions; the Site Lease; the Facilities Lease; the Plans and Specifications; the Drawings; any interpretation or direction to Contractor issued in accordance with the General Conditions; Change Orders; the Owner's Resolutions awarding or authorizing amendment to any of the foregoing; and the exhibits to any of the foregoing together form the "Contract Documents," which form the "Contract."

ARTICLE III. <u>TIME TO COMPLETE AND LIQUIDATED DAMAGES</u>. Time is of the essence in this Contract. The time for completion of the Project shall be as follows: **68 calendar days** from the date established in the Owner's Notice to Proceed. The completion date for Phase II shall be determined by agreement of the Owner and the Contractor once the prior phase is complete. Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the Project, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: \$1,500 for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained lease payments which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained sums are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in not constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. <u>TOTAL BASE RENT</u>. The Total Base Rent shall be the total sum paid by the Owner for each phase of the Project in the form of Lease Payments under Exhibit D, attached hereto. The Total Base Rent will be calculated following: (i) Contractor's completion of the preconstruction services set forth above for that phase of the Project; (ii) the selection of all subcontractors in accordance with Education Code section 17406(a)(4) and the Request for Sealed Proposals; and (iii) any required DSA approval of the Plans and Specifications for the Work. The Total Base Rent is also referred to in the Contract Documents as the "Contract Sum."

Following the occurrence of all of the events set forth in the paragraph above, Contractor shall provide

Owner with objectively verifiable information of its costs to perform the applicable phase of the Work and a written rationale for the proposed Total Base Rent for the construction of the phase of the Project, including documentation sufficient to support the calculation. Contractor's written rationale shall detail the "base construction cost" for the Project phase, consisting of (a) all subcontracts to be awarded by Contractor for phase of the Project, plus (b) any separately awarded contracts for materials and supplies for the phase of the Project. The sum of the base construction cost, multiplied by the Percentage offered by the Contractor in its response to the Request for Sealed Proposals, shall be the "Contractor Fee", which shall also be set forth in Contractor's written rationale and added to the base construction cost to determine the Total Base Rent.

The proposed Total Base Rent shall be approved or rejected by the Owner at a public meeting before Contractor may proceed with any phase of Work under the Contract Documents. Once approved, the Parties shall execute an amendment to this Agreement, including Exhibit D, setting forth the Total Base Rent and associated Lease Payment Schedule. Contractor shall commence Work upon Notice to Proceed with that phase by the Owner, and the time for completion of the Work shall commence to run upon such notice by the Owner. If the Owner rejects the proposed Total Base Rent adjustment and requests another calculation from Contractor, then Contractor shall submit another calculation complying with this Section's procedures. If the Owner rejects the proposed Total Base Rent adjustment and does not request another calculation from Contractor, then such rejection will act as a Termination for Convenience pursuant to the General Conditions.

Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Base Rent in the performance of such Work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to an increase in the Total Base Rent or a time extension for completion, it must request it pursuant to the procedures in the General Conditions for change orders and claims.

Contractor shall finance the cost of construction of the Work. Contractor shall pay all subcontractors and suppliers as they perform Work or furnish supplies. The Owner shall pay Contractor payments pursuant to the terms and conditions of this Agreement. The sum of the payments shall not exceed the Total Base Rent, as it may be adjusted, established under this Agreement.

ARTICLE V. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work, and under California Labor Code sections 1770 *et seq.*, the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed.

The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

ARTICLE VI. ENFORCEABLE COMMITMENT RE SKILLED AND TRAINED

WORKFORCE. The Contractor and its subcontractors at every tier shall comply with Education Code section 17407.5 and Public Contract Code sections 2600-2603, which require the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, as defined herein, to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades.

For the purpose of this Article, the following definitions apply:

- A. "Apprenticeable occupation" means an occupation for which the Division of Apprenticeship Standards of the DIR had approved an apprenticeship program before January 1, 2014.
- B. "Graduate of an apprenticeship program" means either (a) an individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the DIR pursuant to Section 3075 of the Labor Code, or (b) an individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to apprenticeship regulations adopted by the federal Secretary of Labor.
- C. "Skilled and trained workforce" means that all of the workers are either apprentices registered in an apprenticeship program approved by the DIR, or skilled journeypersons, with, for work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed on the Project must be graduates of an

apprenticeship program for the applicable occupation, except for those occupations excluded below. Pursuant to Sections 2600-2602 of the Public Contract Code, the percentage requirement may be partially met in some apprenticeable occupations by skilled journeypersons who commenced working before an apprenticeship program existed, may be met by the hours performed by the skilled journeypersons, need not be met if less than ten (10) hours of work were performed, and need not be met by some subcontractors. Notwithstanding the foregoing, for work performed on or after January 1, 2020, Contractor is not required to employ at least 60 percent of the skilled journeypersons from graduates of an apprenticeship program for the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

D. "Skilled journeyperson" means any of the following: (i) a person who has graduated from an apprenticeship program for the applicable occupation that was approved by the DIR, (ii) a person who has graduated from an apprenticeship program for the applicable occupation that was located outside of California and approved for federal purposes in accordance with regulations adopted by the federal Secretary of Labor, or (iii) a person who has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program approved by the DIR.

For each calendar month during the Work, Contractor shall provide a compliance report to the Owner for each contractor or subcontractor before the fifth day of each month, using the format attached hereto as Exhibit E, or in a substantially similar format, demonstrating compliance with this Section. Such monthly compliance reports shall be subject to the California Public Records Act (commencing with Government Code section 6250), and shall be open to public inspection. In addition to relying upon the Department of Apprenticeship Standards website for proof of journeymen graduated from DIR-approved apprenticeship programs, Contractor and its subcontractors may rely upon Union hiring hall representation that it holds a valid apprenticeship certificate for its dispatched members, which Union hiring hall representation shall be in writing and maintained by Contractor or its subcontractors.

Notwithstanding any other provision of the Agreement or the General Conditions: (a) if Contractor fails to provide any required monthly compliance report pursuant to this Section on or before the fifth day of the following month, or provides an incomplete report, Owner shall withhold further payments to Contractor that would otherwise be due and payable under the terms of this Agreement, until Contractor provides a complete report; and (b) if a monthly report does not demonstrate compliance with these skilled and trained workforce requirements, Owner shall withhold further payments to Contractor that would otherwise be due and payable under the terms of this Agreement, until Contractor provides a plan to achieve substantial compliance with these requirements for the relevant apprenticeable occupation prior to completion of the Contract. If Owner is not reasonably assured by Contractor fails to provide any missing or incomplete report within thirty (30) days of its original due date, then Owner, at its sole discretion, may terminate the Agreement pursuant to the General Conditions, in addition to any other rights or remedies provided to Owner in the Contract Documents.

If the failure of Contractor to provide a required monthly report is due to a subcontractor's failure to provide the required information to Contractor, then Contractor shall provide notice of this subcontractor failure to Owner within five (5) business days after the due date of the report. Ongoing

failure of a subcontractor to provide the necessary information is grounds for Owner to object to the continued use of that subcontractor and to permit substitution and, if Contractor requests leave to substitute the subcontractor, then Contractor shall not be terminated for default solely based on a subcontractor's failure to provide the required skilled and trained workforce information.

ARTICLE VII. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Inspector of Record ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered Work in accordance with the DSA Oversight Process.

ARTICLE VIII. <u>**TERMINATION**</u>. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE IX. <u>ENTIRE AGREEMENT</u>. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE X. <u>EXECUTION OF OTHER DOCUMENTS</u>. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract. The Parties agree that they will, from time to time, execute, acknowledge and deliver such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site or the Project hereby leased or intended to be leased.

ARTICLE XI. <u>EXECUTION IN COUNTERPARTS</u>. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XII. <u>BINDING EFFECT</u>. Each Party, by execution of this Agreement, acknowledges that it has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XIII. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other

provision hereof. The laws of the State of California shall govern the Contract and venue shall be in the Superior Court in Sonoma County, California, and no other place.

ARTICLE XIV. <u>AMENDMENTS</u>. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Owner's Governing Board.

ARTICLE XV. <u>ASSIGNMENT OF CONTRACT</u>. Neither Party shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the other Party.

ARTICLE XVI. <u>FORCE MAJEURE</u>. Except as otherwise provided herein, a Party shall be excused from the performance of any obligation imposed in the Contract for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third parties (other than third parties under the control or supervision of the Party charged with the delay), a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non-performance will not be a default hereunder or a grounds for termination of any of the Contract Documents.

ARTICLE XVII. <u>COVID-19.</u> Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), Contractor, on behalf of itself, its officers, agents, employees, subcontractors, and representatives, agrees to strictly, and without exception, follow all local, state, and federal guidelines and protocols regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- o <u>https://covid19.ca.gov/</u>
- <u>https://www.cdc.gov/coronavirus/2019-ncov/index.html</u>
- o https://socoemergency.org/emergency/novel-coronavirus/health-orders/
- https://www.scoe.org/pub/htdocs/coronavirus-health.html

ARTICLE XIII. <u>WRITTEN NOTICE</u>. Written notice shall be deemed to have been duly given on the business day delivered if delivered in person to the individual identified below, or if delivered at or sent by registered or certified or overnight mail to the address identified below.

To the Owner:	Gravenstein Union School District 3840 Twig Ave Sebastopol, CA 95472 Attention: Superintendent
To the Contractor:	FRC, Inc. 9680 Old Redwood Hwy, Windsor, CA 95492 Attention: Frank Rugirello

ARTICLE XIX. <u>EXHIBITS INCORPORATED</u>. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

ARTICLE XX. <u>HEADINGS</u>. The headings in the Contract Documents are included for convenience

only and shall neither affect the construction or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.

The Parties have, by their duly authorized representatives, executed this Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR: FRC, Inc.

BY:

TITLE:

CONTRACTOR'S LICENSE NO.

LICENSE EXPIRATION DATE

OWNER: GRAVENSTEIN UNION SCHOOL DISTRICT

BY:

Superintendent

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A

SECTION V - BEST VALUE RANK

In the following table, enter all proposing Contractors and best value score in order from the highest best value score to the lowest best value score. The Contractor with the highest best value score shall be ranked No. 1 overall.

CONTRACTOR	BEST VALUE SCORE	RANK
	(highest to lowest)	
FRC, Inc.	379	1
GCCI, Inc.	360	2
Wright Contracting	356	3
		4
		5
		6
		7
		8
		9
		10

GENERAL CONDITIONS

GRAVENSTEIN UNION SCHOOL DISTRICT

RESOLUTION #200511-1 BANK SIGNATURE AUTHORITY

Whereas, the persons who are listed below are authorized and/or employed by Gravenstein Union School District, and

NAME	TITLE	SIGNATURE
Dave Rose	Superintendent	
Gregory Appling	Board President	
Eva Perez-Atwell	District Account Clerk	

Whereas, the above listed individuals will be acting as agents for the District in matters relating to the conduct of business, and

Whereas, signatures will be required on various checking account transactions from the following accounts,

Bank America Clearing Account Bank America Revolving Account Bank America Gravenstein Student Body Account Bank of America Hillcrest Student Body Account Redwood Credit Union Trustees Account

Whereas, from this date forward, only those named in this resolution will be authorized signatories on the aforementioned bank accounts for the Gravenstein Union School District,

Be it therefore resolved that above listed individuals are approved as authorized bank signatories for the Gravenstein Union School District,

The foregoing shall remain in force until receipt by the Bank of a duly certified copy of a resolution rescinding or amending same. Passed and adopted by the Governing Board of the Gravenstein Union School District on May 11, 2021 by the following vote:

Ayes: Noes: Absent:

President, Board of Trustees

I, Jennifer Koelemeijer, Clerk of the Board of Trustees of Gravenstein Union School District do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by the Board of Trustees at its meeting on May 11, 2021.

Clerk, Board of Trustee