



**TYPE:** Special Called Board Meeting

**DATE:** 8/4/2022    **TIME:** 7:30 PM    **CODE:**

**LOCATION:** Assembly Hall 1935 Bohemian Highway, Occidental, CA 95465

All documents relating to the following agenda items are available for public review in the Administrative Office of the Harmony Union School District during office hours at least 24 hours prior to the scheduled Board meeting. The Harmony District Board of Education meetings are open to the public, except for certain subjects that are addressed in closed session in accordance with the Ralph M. Brown Act. If anyone wishes to attend and requires special accommodations due to a handicapping condition, as outlined in the Americans with Disabilities Act, please contact the superintendent at least two working days prior to the meeting.

**1.0 Call to Order**

**2.0 Pledge of Allegiance**

**3.0 Approval of the Agenda**

**4.0 Information/Correspondence/Discussion**

4.1 Discussion of school mascot and colors

Info/Action

**5.0 Consent Agenda**

**Action**

5.1 Minutes from Regular Meeting 6/23/2022

Action

**6.0 Action Items**

6.1 Consideration of Board Resolution 2022/23-2 adopting FRC Agreement Amendment #3 to Phase III – Harmony Field and Cisterns regarding for the 5-12 Play Area (Allowance #2) and Rosemary/Falls Building Concrete

Action

6.2 Consideration of TLCD Contract Amendment 04 for designing 2-5 Playa Area, and 5-12 Play Area, ENV5 Building (CCD's 1, 2, 3)

Action

6.3 Consideration of change to resolution #2021/22-13, per SCOE, to move approved funds from Fund 20 to Fund 40 rather than Fund 20 to Fund 21.

Action

6.4 Consideration of CSEA Reinstatement of Paraeducator position at .85 FTE

Action

6.5 Consideration of purchase of cement waste containers "Cascade" for campus for \$16,000

Action

6.6 Consideration of Independent Study Waiver (if needed)

Action

6.7 Consideration of Covid Safety Plan for 2022-23 School Year

Action

**7.0 Closed Session**

**8.0 Next Board Meeting**

**9.0 Adjournment**

Agendas have been posted at the Harmony School public bulletin board and the Harmony Union School District Website at [www.harmonyusd.org](http://www.harmonyusd.org).



<b>Meeting Date:</b>	8/4/2022 - 7:30 PM
<b>Category:</b>	Information/Correspondence/Discussion
<b>Type:</b>	Info/Action
<b>Subject:</b>	4.1 Discussion of school mascot and colors
<b>Strategic Plans:</b>	
<b>Policy:</b>	
<b>Enclosure</b>	
<b>File Attachment:</b>	
<b>Description:</b>	
<b>Background Information:</b>	
<b>Fiscal Implications:</b>	
<b>Recommendation:</b>	Discussion only- possible action at a later meeting

**Approvals:**

Recommended  
By:

Matthew Morgan - Superintendent/Principal



# Harmony Union School District

## AGENDA ITEM

**Meeting Date:** 8/4/2022 - 7:30 PM  
**Category:** Consent Agenda  
**Type:** Action  
**Subject:** 5.1 Minutes from Regular Meeting 6/23/2022

**Strategic Plans:**

**Policy:**

**Enclosure**

**File Attachment:**  Minutes 6222022.pdf

**Description:**

**Background  
Information:**

**Fiscal Implications:**

**Recommendation:** approve through the consent agenda

**Approvals:**

Recommended  
By:

A handwritten signature in black ink that reads "Matthew Morgan".

Matthew Morgan - Superintendent/Principal

**Harmony Union School District**  
**Board Meeting Minutes**  
**Wednesday, June 22, 2022 (7:00 PM)**

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**ROLL CALL**

Charlie Laird  
Yuri Koslen  
Amanda Solter

**1.0 Call to Order**

Meeting called to order at 7:10 pm. Motion to approve the agenda made by Amanda Solter, seconded by Yuri Koslen. All voted in favor, motion carried.

**2.0 Pledge of Allegiance**

**3.0 Approval of the Agenda**

**4.0 Public Comment**

**4.1 For Closed Session: Members of the public may address the Board briefly on matters not on the agenda and are within the subject matter jurisdiction of the Board. Please state your name and address. In accordance with Board Policy 9323, speakers are to keep comments concise and limited to three minutes. The Public Comment item will be limited to a total of 20 minutes, absent approval to extend by the Board President. If there are several people who share the same issue, please chose one as your representative, and that person may be given additional time, if necessary. The Board values public comment, but by the Brown Act the Board shall not act upon, respond to, or comment on the merits of any item presented. The Board may ask clarifying questions of the presenter or refer the presenter to the District procedures. Members of the public may address the Board regarding items on the agenda at the time the item appears on the agenda. The Board President may move any agenda item to a different place on the agenda in order to accommodate the public or improve the flow of the meeting.**

closed session tabled for this meeting.

**5.0 Closed Session**

**6.0 Reconvene to Open Session**

## 7.0 Communication

### A) Public Comment

**7.1 For Open Session: Members of the public may address the Board briefly on matters not on the agenda and are within the subject matter jurisdiction of the Board. Please state your name and address. In accordance with Board Policy 9323, speakers are to keep comments concise and limited to three minutes. The Public Comment item will be limited to a total of 20 minutes, absent approval to extend by the Board President. If there are several people who share the same issue, please chose one as your representative, and that person may be given additional time, if necessary. The Board values public comment, but by the Brown Act the Board shall not act upon, respond to, or comment on the merits of any item presented. The Board may ask clarifying questions of the presenter or refer the presenter to the District procedures. Members of the public may address the Board regarding items on the agenda at the time the item appears on the agenda. The Board President may move any agenda item to a different place on the agenda in order to accommodate the public or improve the flow of the meeting.**

**Recommendation:**

No public comment. Public Hearing for the LCAP: open at 7:13 close at 7:14 Public Hearing for AB 1200 open at 7:14 close 7:14

**7.2 The public will have the opportunity to comment on Harmony Union School District Board's plan to adopt the Local Control Assessment Plans (LCAP) and budget, including Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves, for 2022-23. The LCAP and the budget are to be presented at the June 22, 2022, special meeting for approval. The LCAP for Harmony Union School District is now one document inclusive of Harmony Elementary and Salmon Creek Charter. In addition, the LCAP for Pathways Charter grades K-12.**

**Recommendation: -**

**7.3 Public Hearing: AB 1200 Report for Classified and Unrepresented Employees**

**Recommendation:** None- information only

### B) Reports

**7.4 HUTA Report**

none

**7.5 ARK Report**

**7.6 Student Report**

none

**7.7 Board Member Reports**

none

### **7.8 Superintendent/Principal's Report**

Superintendent Morgan gave a brief construction update and noted that summer school is going well. Question: when will construction be done? Most flatwork done by school start, track and some of playground. Field will not be done until next year.

### **7.9 Pathways Director Report**

None

## **C) Correspondence**

### **8.0 Consent Agenda**

#### **8.1 Vendor Warrants**

**Recommendation:** Approve through the consent agenda

#### **ORIGINAL - Motion**

Member **(Amanda Solter)** Moved, Member **(Yuri Koslen)** Seconded to approve the **ORIGINAL** motion 'Approve through the consent agenda'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes

Yuri Koslen Yes

Amanda Solter Yes

#### **8.2 Approve the Consent Agenda**

The Consent Agenda, sometimes called the Consent Calendar, is for routine items that require Board action. Board members may request that any consent item be removed for purposes of discussion, and then acted upon as a separate item.

**Recommendation:** That Board approves the consent agenda as shown.

#### **ORIGINAL - Motion**

Member **(Amanda Solter)** Moved, Member **(Yuri Koslen)** Seconded to approve the **ORIGINAL** motion 'That Board approves the consent agenda as shown'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes

Yuri Koslen Yes

Amanda Solter Yes

### **9.0 Information/Correspondence/Discussion**

#### **9.1 Enrollment Report**

**Recommendation:** Information Only

#### **9.2 Receiving of Pathways Budget for 2022-2023**

Board to receive Pathways Budget for 2022-2023 school year.

**Recommendation:** No action.

#### **9.4 Initial Review of Youth Truth Survey Results**

**Recommendation:** Information only

item tabled to later meeting

## 10.0 Action Items

### 10.2 Presentation of the Harmony Union School District Local Control Assessment Plan [LCAP] for the 2022-2023 school year

**Recommendation:** Information only- the Board will consider for approval the Harmony Union School District Local Control Assessment Plan for the 2022-2023 school year at the meeting to be held on June 22, 2022 at 9 am

LCAP presented by Matthew: in year 2 of the 3 year segment that was adopted last year. no significant changes. adoption tomorrow

#### **ORIGINAL - Motion**

Member (~~xxxxx~~) Moved, Member (~~xxxxx~~) Seconded to approve the **ORIGINAL** motion 'Information only- the Board will consider for approval the Harmony Union School District Local Control Assessment Plan for the 2022-2023 school year at the meeting to be held on June 22, 2022 at 9 am'. Upon a roll call vote being taken, the vote was: Aye: (~~xx~~) Nay: (~~xx~~). The motion ( ). (~~xx~~) - (~~xx~~)

### 10.3 Educational Protection Account (EPA)

**Recommendation:** For the to Board consider approval of the Education Protection Account, which authorizes the district to determine spending of the Educational Protection Account funds.

EPA from prop 30, part of LCFF calculation- is public record.

#### **ORIGINAL - Motion**

Member (**Amanda Solter**) Moved, Member (**Yuri Koslen**) Seconded to approve the **ORIGINAL** motion 'For the to Board consider approval of the Education Protection Account, which authorizes the district to determine spending of the Educational Protection Account funds'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes

Yuri Koslen Yes

Amanda Solter Yes

### 10.4 Ratification of Tentative Agreement between the District and CSEA Chapter 70 for 2021-2022, including "Me Too" for unrepresented employees

**Recommendation:** That the Board consider for approval and ratification the Tentative Agreement between the District and CSEA Chapter 70 for 2021-22.

#### **ORIGINAL - Motion**

Member (**Amanda Solter**) Moved, Member (**Yuri Koslen**) Seconded to approve the **ORIGINAL** motion 'That the Board consider for approval and ratification the Tentative Agreement between the District and CSEA Chapter 70 for 2021-22'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes

Yuri Koslen Yes

Amanda Solter Yes

### 10.5 Consideration of updated classified job descriptions: Paraeducator Instructional Assistant, Paraeducator Bilingual Services Instructional Assistant, Paraeducator Special Education Assistant, Paraeducator Special

**Education Temporary Assistant, Food Services Assistant, Farm and Garden Assistant, Custodial and Maintenance Technician, Library and Media Services Technician, Head of Custodial and Maintenance, Head of Farm and Garden, Head of Food Services, Business Services Assistant**

**Recommendation:** That the board approves the updated classified job descriptions: Paraeducator Instructional Assistant, Paraeducator Bilingual Services Instructional Assistant, Paraeducator Special Education Assistant, Paraeducator Special Education Temporary Assistant, Food Services Assistant, Farm and Garden Assistant, Custodial and Maintenance Technician, Library and Media Services Technician, Head of Custodial and Maintenance, Head of Farm and Garden, Head of Food Services, Business Services Technician

**ORIGINAL - Motion**

Member **(Amanda Solter)** Moved, Member **(Yuri Koslen)** Seconded to approve the **ORIGINAL** motion 'That the board approves the updated classified job descriptions: Paraeducator Instructional Assistant, Paraeducator Bilingual Services Instructional Assistant, Paraeducator Special Education Assistant, Paraeducator Special Education Temporary Assistant, Food Services Assistant, Farm and Garden Assistant, Custodial and Maintenance Technician, Library and Media Services Technician, Head of Custodial and Maintenance, Head of Farm and Garden, Head of Food Services, Business Services Technician'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes  
Yuri Koslen Yes  
Amanda Solter Yes

**10.6 Consideration of updated salary schedule: Classified Employees**

**Recommendation:** That the Board consider for approval the updated salary schedule for: Classified Employees

**ORIGINAL - Motion**

Member **(Amanda Solter)** Moved, Member **(Yuri Koslen)** Seconded to approve the **ORIGINAL** motion 'That the Board consider for approval the updated salary schedule for: Classified Employees'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes  
Yuri Koslen Yes  
Amanda Solter Yes

**10.7 Consideration of updated salary schedule: Confidential Employees**

**Recommendation:** That the Board consider for approval the updated salary schedule for: Confidential Employees

**ORIGINAL - Motion**

Member **(Amanda Solter)** Moved, Member **(Yuri Koslen)** Seconded to approve the **ORIGINAL** motion 'That the Board consider for approval the updated salary schedule for: Confidential Employees'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes  
Yuri Koslen Yes  
Amanda Solter Yes

**10.8 Consideration of 22-23 Contract for Office Manager**



**Recommendation:** That the Board consider and approve the 22-23 Office Manager contract

**ORIGINAL - Motion**

Member (**Amanda Solter**) Moved, Member (**Yuri Koslen**) Seconded to approve the **ORIGINAL** motion 'That the Board consider and approve the 22-23 Office Manager contract'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes  
Yuri Koslen Yes  
Amanda Solter Yes

**10.9 Consideration of 22-23 Contract for CBO**

**Recommendation:** That the board consider and approve the 2022-2023 contract CBO

**ORIGINAL - Motion**

Member (**Amanda Solter**) Moved, Member (**Yuri Koslen**) Seconded to approve the **ORIGINAL** motion 'That the board consider and approve the 2022-2023 contract CBO'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes  
Yuri Koslen Yes  
Amanda Solter Yes

**10.10 Consideration AB 1200 Report for CSEA Salary Settlement and Unrepresented Employees**

**Recommendation:** For the Board to consider ratifying the AB 1200 report for the CSEA salary settlement and unrepresented employees, and directs that it be submitted to SCOE.

**ORIGINAL - Motion**

Member (**Amanda Solter**) Moved, Member (**Yuri Koslen**) Seconded to approve the **ORIGINAL** motion 'For the Board to consider ratifying the AB 1200 report for the CSEA salary settlement and unrepresented employees, and directs that it be submitted to SCOE'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes  
Yuri Koslen Yes  
Amanda Solter Yes

**10.11 Consideration of district's new hire of middle school Humanities teacher Dana Durfey at Step 5, Column 2 on the certificated salary schedule**

**Recommendation:** It is recommended the board to consider approval of district's new hire of middle school humanities teacher Dana Durfey at Step 5, Column 2 on the certificated salary schedule.

**ORIGINAL - Motion**

Member (**Amanda Solter**) Moved, Member (**Yuri Koslen**) Seconded to approve the **ORIGINAL** motion 'It is recommended the board to consider approval of district's new hire of middle school humanities teacher Dana Durfey at Step 5, Column 2 on the certificated salary schedule'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes

Yuri Koslen Yes  
Amanda Solter Yes

### **10.12 Consideration of contract for confidential employee: School Psychologist, Beth Dawson, .26 FTE**

**Recommendation:** That the board approves the contract for confidential employee, School Psychologist Beth Dawson, .26 FTE.

#### **ORIGINAL - Motion**

Member **(Amanda Solter)** Moved, Member **(Yuri Koslen)** Seconded to approve the **ORIGINAL** motion 'That the board approves the contract for confidential employee, School Psychologist Beth Dawson, .26 FTE'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes  
Yuri Koslen Yes  
Amanda Solter Yes

### **10.13 Consideration of RESOLUTION 2021/22-12 TO UN-COMMIT FUNDS IN SPECIAL RESERVE FUND 20 IN COMPLIANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT 54**

**Recommendation:** That the board approve RESOLUTION 2021/22-12 TO UN-COMMIT FUNDS IN SPECIAL RESERVE 20 IN COMPLIANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT 54

anticipate cost over run for bond. change of scope costs- not for unforeseen. CCD1 and CCD2 should be covered. any special money for ADA changes?

#### **ORIGINAL - Motion**

Member **(Amanda Solter)** Moved, Member **(Yuri Koslen)** Seconded to approve the **ORIGINAL** motion 'That the board approve RESOLUTION 2021/22-12 TO UN-COMMIT FUNDS IN SPECIAL RESERVE 20 IN COMPLIANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT 54'. Upon a roll call vote being taken, the vote was: Aye: **3** Nay: **0**. The motion **Carried. 3 - 0**

Charlie Laird Yes  
Yuri Koslen Yes  
Amanda Solter Yes


## **11.0 Next Board Meeting**

**11.1 No regularly scheduled meeting in July. Next scheduled meeting is August 21, 2022**

**Recommendation:**

## **12.0 Adjournment**



<b>Meeting Date:</b>	8/4/2022 - 7:30 PM
<b>Category:</b>	Action Items
<b>Type:</b>	Action
<b>Subject:</b>	6.1 Consideration of Board Resolution 2022/23-2 adopting FRC Agreement Amendment #3 to Phase III – Harmony Field and Cisterns regarding for the 5-12 Play Area (Allowance #2) and Rosemary/Falls Building Concrete
<b>Strategic Plans:</b>	
<b>Policy:</b>	
<b>Enclosure</b>	
<b>File Attachment:</b>	 HUSD Phase III - Field - 5-12 Playarea & Rosemary - Addendum 03 - FRC signed.pdf   TLCD Project 19046 - contract amendment 04 - Pending.pdf
<b>Description:</b>	This also includes an \$11,000 price increase from Ross Rec pertaining to CCD 01. Due to slight changes after DSA approval from the Landscape Architect and Prevailing Wage Rates in the state, the change was not able to be caught in time to be added to the previous amendment. Instead of adding a change order, we opted to include on this amendment due to timing.
<b>Background Information:</b>	
<b>Fiscal Implications:</b>	
<b>Recommendation:</b>	That the board approve Board Resolution 2022/23-2 adopting amendments to the Guaranteed Maximum Price and Agreement for the Harmony Field and Cistern Project to include
<b>Approvals:</b>	Recommended By:  Matthew Morgan - Superintendent/Principal

*Resolution of the Board of Trustees of the Harmony Union School District Amending the Guaranteed Maximum Price for the Lease-Leaseback Agreement – Phase III with FRC, Inc.*

WHEREAS, pursuant to Education Code 17406, the Harmony Union School District (“District”) entered into a Lease-Leaseback Agreement with FRC, Inc. (“Contractor”), dated July 23, 2019, to undertake the development and construction of the Phase III of the Harmony Improvements Project (the "Work"); and

WHEREAS, on April 21, 2022, the District Board of Trustees approved the Guaranteed Maximum Price for the Lease-Leaseback Agreement – Phase III with FRC, Inc. and amended the Lease-Leaseback Agreement to reflect the Guaranteed Maximum Price; and

WHEREAS, the Harmony Play Area Ages 5-12 (Allowance #2) and Falls Building/ Rosemary Area Concrete is being added to the Work (“Amended Work”) and all preconstruction services for the Amended Work has been completed by the Contractor and all subcontractors have been selected by Contractor in accordance with Education Code 17406(a)(4) and the Request for Sealed Proposals; and

WHEREAS, the District has obtained approval of the plans and specifications for the Amended Work by the Department of General Service’ Division of the State Architect, if required; and

WHEREAS, pursuant to Education Code 17406 and the Lease-Leaseback Agreement, Contractor shall provide the District with written rationale detailing the “base construction cost” for the Amended Work, consisting of (a) all subcontracts to be awarded by Contractor for the Amended Work and (b) any separately awarded contracts for materials and supplies for the Amended Work; and

WHEREAS, the sum of the base construction cost, multiplied by the percentage that was offered by the Contractor in its response to the Request for Sealed Proposals, shall be set forth in Contractor’s written rationale to the District and added to the base construction cost to determine the Guaranteed Maximum Price; and

WHEREAS, Contractor has provided the District with objectively verifiable information of its costs to perform the Amended Work and a written rationale for the Amended Work’s Guaranteed Maximum Price, including documentation sufficient to support the calculation, which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Harmony Union School District:

1. Approves the Amended Work’s Guaranteed Maximum Price for Phase III based on the written rationale provided by the Contractor, as set forth in Exhibit A; and
2. Amends the Lease-Leaseback Agreement, attached hereto as Exhibit B.

**PASSED AND ADOPTED** by vote of the members of the Governing Board of the Harmony Union School District on August 4, 2022.

AYES:

NOES:

ABSENT:

ABSTAINED:

HARMONY UNION SCHOOL DISTRICT

Attest:

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[Name], President

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[Name], Clerk to the Board

EXHIBIT A

AMENDED WORK TOTAL BASE RENT / WRITTEN RATIONALE

**Harmony CCD 2  
Falls/Rosemary concrete/Play  
Area 5-12 Upgrades**

Date: 8/3/2022

SPEC	DESCRIPTION	Amount
<b>020000</b>	<b>Division 2 - Demolition/Site Work</b>	
	Selective Demo	\$ 8,945.00 FRC
	Survey	\$ 3,000.00 FRC
	UG Locating	\$ 4,860.00 FRC
	Temp fencing & tree protection	\$ 3,800.00 FRC
<b>030000</b>	<b>Division 3 - Concrete</b>	
	Concrete Curb @ 5-12/CCD V2 added curb	\$ 35,162.06 Devincenzi
	Concrete Ramp & Flatwork	\$ 45,201.00 Devincenzi
<b>050000</b>	<b>Division 5 - Metals</b>	
	Handrails @ Falls Ramp	\$ 14,632.00 Wellander
	Prime & Paint Handrails	\$ 2,260.00 FRC
<b>310000</b>	<b>Division 31 - Earthwork</b>	
	Earthwork, Grading & Drainage	\$ 120,801.00 WR Forde
<b>320000</b>	<b>Division 32 - Ext. Improvements</b>	
	PIP Rubber Surface & Play Equipment	\$ 308,863.49 Ross Rec
	Engineered wood fiber	\$ 38,000.00 Neary
	Landscape	\$ 54,700.00 Neary
	Underground Utility Repair & Relocation	\$ 5,000.00 FRC
	FRC Misc Labor & Bid Package Exclusions	\$ 17,165.00 FRC
	<b>SUBTOTAL</b>	\$ 662,389.55
	<b>BUILDERS RISK INSURANCE</b>	
1.00%	(percentage of total bid) <b>GL INSURANCE</b>	\$ 7,605.80
2.00%	(percentage of total bid) <b>BOND PREMIUM</b>	\$ 15,211.59
	(includes bond and insurance) <b>SUBTOTAL</b>	\$ 685,206.94
11.00%	<b>MARGIN</b>	\$ 75,372.76
	<b>TOTAL BID</b>	\$ 760,579.70
0.00%	<b>CONTINGENCY</b>	\$ -
	<b>Base Bid + Contingency</b>	\$ 760,579.70

EXHIBIT B

**Third Addendum to Lease-Leaseback Agreement**

Harmony Union School District (“Owner”) and FRC, Inc. (“Contractor”) entered into a Lease-Leaseback Agreement, dated July 23, 2019, for Harmony Improvement Project, and amended the Lease-Leaseback Agreement on April 21, 2022.

By this Third Addendum, Owner and Contractor mutually agree to modify the terms of the Lease-Leaseback Agreement as follows:

- Facilities Lease Agreement – Attachment A: Phase III Schedule of Payments, attached hereto, shall be incorporated into and become a part of the Lease-Leaseback Agreement.

In all other respects, the provisions of the Lease-Leaseback Agreement not amended, not deleted, or not otherwise mentioned herein remain in full force and effect during the term of the Lease-Leaseback Agreement, unless otherwise amended in writing signed by both parties.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Addendum as of August 4, 2022.

Harmony Union School District

\_\_\_\_\_  
Title:

FRC, Inc.

  
\_\_\_\_\_  
Title:

**President**

**Facilities Lease Agreement  
Attachment A  
Phase III Schedule of Payments**

The District shall make payments to Lessor for Phase III of the Project totaling the amount of: **\$6,922,278.41** (“Guaranteed Maximum Price” or “GMP”).

In addition to the above, a District-controlled contingency of **\$277,435.35** has been approved by the District for unforeseen conditions, design oversights, owner added work and jurisdictional requests. Lessor shall use the Modification of Contract process provided in the General Conditions to request contingency payments.

The Total Base Rent for all construction costs for Phase III of the Project is based on the DSA approved plans, specifications, drawings, and design packages prepared by TLCD dated September 21, 2021, July 13, 2022, and August 3, 2022.

Upon approval of the GMP, ninety-five percent (95%) of the GMP shall be paid based on the level of completion as shown in monthly Application for Payments. Commencing on the month immediately following Final Completion of the construction work, as defined in the General Conditions, the monthly rental payments shall equally divide the remaining amount of the Total Base Rent, in the amount of across a total of twelve (12) months plus 3.35% annual interest. Payments will be made to Contractor contingent upon timely receipt of all documents required as a condition precedent to payment of monthly lease amounts.

The District shall have the option to purchase not less than all of the Project in its “as-is, where-is” condition and terminate the Facilities Lease and Site Lease by paying the balance of the Total Base Rent, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised (“Option Price”). Said payment shall be made on or before the date on which the District’s lease payment would otherwise be due for that month (“Option Date”).

The District shall provide to Contractor a written notice no less than ten (10) days prior to the Option Date. The notice will include that the District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Contractor the Option Price on or prior to the Option Date and Contractor shall at that time deliver to the District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate the Facilities Lease and the Site Lease.

Under no circumstances can the first Option Date be on or before ninety (90) days after Final Completion of the construction work, as defined in the General Conditions.

During the post-construction time period, the District shall have exclusive occupancy of the premises. However, the Lessor is entitled to reasonable access to the premises to resolve warranty and repair issues. The District’s insurance of the premises shall be primary during this time period.



The District shall be responsible for the cost of all utilities incurred during its use of the premises. The District shall be liable for damages to the premises caused by its willful or reckless misconduct during the construction period and all damages to the premises, other than warranty repairs, during the post-construction period.

DATE: MAY 12 2022  
 AMENDMENT NO. FOUR  
 TO: MATTHEW MORGAN  
 OWNER: HARMONY UNION SCHOOL DISTRICT  
 PROJECT: HARMONY USD FIELD AND PLAYGROUND  
 TLCD PROJECT NO. 19046

**CONTRACT  
 AMENDMENT**

The following revisions shall be made part of the previously signed Agreement for Architectural Services between Harmony Union School District and TLCD Architecture, dated October 2, 2019.

**ENVS Building Alterations**

- A. Construction Documents and CCD for DSA approval of the following scope:
  - a. New concrete sidewalk, stair, and sloped walk.
  - b. Raise bottom floor level and exterior door at ENVS assembly room.
  - c. Modifications to ramp and railing.

**Play Area – Ages 2-5**

- A. Construction Documents and CCD for DSA approval of the following scope:
  - a. New concrete paving and curbs to replace existing wood composite decking.
  - b. New gate and steps to access back of kinder area.
  - c. Raise play equipment to match adjacent concrete.
  - d. New permeable rubberized surfacing
  - e. New concrete curbs/walls.
  - f. Grading, irrigation, and planting to add play mound and remove railings.
  - g. Raise concrete area between Buildings B & E to be flush with adjacent paving.
  - h. New boulders at outdoor classroom

**Play Area – Ages 5-12**

- A. Construction Documents and CCD for DSA approval of the following scope:
  - a. New concrete curb at edge of play area to replace plastic edging.
  - b. New permeable rubberized surfacing to replace wood chips.
  - c. New play equipment (swing set and tower), picnic tables, benches, mulch, and boulders.

Following is a breakdown of total TLCD and sub consultant fees for the amendment:

TLCD Architecture	\$5,000
Sherwood Design Engineers	\$4,000
<u>Quadriga</u>	<u>\$5,000</u>
<b>TOTAL</b>	<b>\$14,000</b>

The total additional fee of **\$14,000** shall increase the current fee of \$442,052 to \$456,052.

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

DISTRICT:  
Harmony Union School District  
1935 Bohemian Highway  
Occidental, CA 95465

ARCHITECT:  
TLCD Architecture  
(A California Corporation)

DATE  
**5/12/2022**

PAGE  
**2 of 2**



\_\_\_\_\_  
Matthew Morgan  
Superintendent

\_\_\_\_\_  
Carl Servais, AIA  
Principal  
CA License No.: C32941

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



<b>Meeting Date:</b>	8/4/2022 - 7:30 PM
<b>Category:</b>	Action Items
<b>Type:</b>	Action
<b>Subject:</b>	6.2 Consideration of TLCD Contract Amendment 04 for designing 2-5 Playa Area, and 5-12 Play Area, ENV5 Building (CCD's 1, 2, 3)
<b>Strategic Plans:</b>	
<b>Policy:</b>	
<b>Enclosure</b>	
<b>File Attachment:</b>	 TLCD Project 19046 - contract amendment 04 - Pending.pdf
<b>Description:</b>	
<b>Background Information:</b>	
<b>Fiscal Implications:</b>	
<b>Recommendation:</b>	That the Board approve TLCD Contract Amendment 04 for designing 2-5 Playa Area, and 5-12 Play Area, ENV5 Building (CCD's 1, 2, 3)
<b>Approvals:</b>	Recommended By:  Matthew Morgan - Superintendent/Principal

DATE: MAY 12 2022  
 AMENDMENT NO. FOUR  
 TO: MATTHEW MORGAN  
 OWNER: HARMONY UNION SCHOOL DISTRICT  
 PROJECT: HARMONY USD FIELD AND PLAYGROUND  
 TLCD PROJECT NO. 19046

**CONTRACT  
 AMENDMENT**

The following revisions shall be made part of the previously signed Agreement for Architectural Services between Harmony Union School District and TLCD Architecture, dated October 2, 2019.

**ENVS Building Alterations**

- A. Construction Documents and CCD for DSA approval of the following scope:
  - a. New concrete sidewalk, stair, and sloped walk.
  - b. Raise bottom floor level and exterior door at ENVS assembly room.
  - c. Modifications to ramp and railing.

**Play Area – Ages 2-5**

- A. Construction Documents and CCD for DSA approval of the following scope:
  - a. New concrete paving and curbs to replace existing wood composite decking.
  - b. New gate and steps to access back of kinder area.
  - c. Raise play equipment to match adjacent concrete.
  - d. New permeable rubberized surfacing
  - e. New concrete curbs/walls.
  - f. Grading, irrigation, and planting to add play mound and remove railings.
  - g. Raise concrete area between Buildings B & E to be flush with adjacent paving.
  - h. New boulders at outdoor classroom

**Play Area – Ages 5-12**

- A. Construction Documents and CCD for DSA approval of the following scope:
  - a. New concrete curb at edge of play area to replace plastic edging.
  - b. New permeable rubberized surfacing to replace wood chips.
  - c. New play equipment (swing set and tower), picnic tables, benches, mulch, and boulders.

Following is a breakdown of total TLCD and sub consultant fees for the amendment:

TLCD Architecture	\$5,000
Sherwood Design Engineers	\$4,000
<u>Quadriga</u>	<u>\$5,000</u>
<b>TOTAL</b>	<b>\$14,000</b>

The total additional fee of **\$14,000** shall increase the current fee of \$442,052 to \$456,052.

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

DISTRICT:  
Harmony Union School District  
1935 Bohemian Highway  
Occidental, CA 95465

ARCHITECT:  
TLCD Architecture  
(A California Corporation)

DATE  
**5/12/2022**

PAGE  
**2 of 2**

\_\_\_\_\_  
Matthew Morgan  
Superintendent

\_\_\_\_\_  
Carl Servais, AIA  
Principal  
CA License No.: C32941


\_\_\_\_\_  
Date

\_\_\_\_\_  
Date




# Harmony Union School District

## AGENDA ITEM

<b>Meeting Date:</b>	8/4/2022 - 7:30 PM
<b>Category:</b>	Action Items
<b>Type:</b>	Action
<b>Subject:</b>	6.3 Consideration of change to resolution #2021/22-13, per SCOE, to move approved funds from Fund 20 to Fund 40 rather than Fund 20 to Fund 21.
<b>Strategic Plans:</b>	
<b>Policy:</b>	
<b>Enclosure</b>	
<b>File Attachment:</b>	
<b>Description:</b>	
<b>Background Information:</b>	
<b>Fiscal Implications:</b>	
<b>Recommendation:</b>	That the Board approve the change to resolution #2021/22-13, per SCOE, to move approved funds from Fund 20 to Fund 40 rather than Fund 20 to Fund 21.
<b>Approvals:</b>	Recommended By:  Matthew Morgan - Superintendent/Principal





<b>Meeting Date:</b>	8/4/2022 - 7:30 PM
<b>Category:</b>	Action Items
<b>Type:</b>	Action
<b>Subject:</b>	6.4 Consideration of CSEA Reinstatement of Paraeducator position at .85 FTE
<b>Strategic Plans:</b>	
<b>Policy:</b>	
<b>Enclosure</b>	
<b>File Attachment:</b>	
<b>Description:</b>	
<b>Background Information:</b>	
<b>Fiscal Implications:</b>	
<b>Recommendation:</b>	That the board approves the CSEA Reinstatement of Paraeducator position at .85 FTE
<b>Approvals:</b>	Recommended By:  Matthew Morgan - Superintendent/Principal





# Harmony Union School District

## AGENDA ITEM

<b>Meeting Date:</b>	8/4/2022 - 7:30 PM
<b>Category:</b>	Action Items
<b>Type:</b>	Action
<b>Subject:</b>	6.5 Consideration of purchase of cement waste containers "Cascade" for campus for \$16,000
<b>Strategic Plans:</b>	
<b>Policy:</b>	
<b>Enclosure</b>	
<b>File Attachment:</b>	 QUOTE 5621 HARMONY UNION SHCOOL DISTRICT.pdf
<b>Description:</b>	
<b>Background Information:</b>	
<b>Fiscal Implications:</b>	
<b>Recommendation:</b>	That the Board approves the purchase of cement waste containers "Cascade" for campus for \$16,000
<b>Approvals:</b>	Recommended By:  Matthew Morgan - Superintendent/Principal



# QUOTATION

Quote No. 0005621  
 Quote Date 8/2/2022  
 Expiration Date 8/2/2022

connecting communities with concrete solutions

**TO:**  
 HARMONY UNION SCHOOL DISTRICT  
 1935 BOHEMIAN HIGHWAY  
 OCCIDENTAL, CA 94565

(707)874-1205 Fax: (707)874-1226

**SHIP TO:**  
 HARMONY UNION SCHOOL DISTRICT  
 1935 BOHEMIAN HIGHWAY  
 OCCIDENTAL, CA 94565

(707)874-1205 Fax: (707)874-1226

ATTN:  
 EMAIL:

ATTN:

Cust No.	Reference	Salesperson	Specifier	F.O.B.	Expiration	
207054	NET 30	NEIL ELENZWEIG (S. E		ORIGIN	30 DAYS	
Ln	Quantity	UM	Part	Description	Price	Extension
001	10	EA	QRSD3038WA26	30 DIA X 38 HT SEDONA SERIES S SERIES WASTE CONTAINER.  COLOR__TBD__ TEXTURE__TBD__ PERMASHIELD 4200 SEALER.	1190.0000	11,900.00
002	10	EA	QRPL30A	18-3/4"TPX15"BTMX30"HT LINNER		
003	10	EA	LID-A26/BLK	26-3/4"ODX12"ID RND BLACK		
004	1	EA	/DELIVERY	DELIVERY VIA Q.C. TRUCK	2733.0000	2,733.00
005	10	EA	QSCAL2534WC21	25"SQ X 34"HT CALIFORNIA WASTE CONTAINER  COLOR__TBD__ TEXTURE__TBD__ PERMASHIELD 420 SEALER.	1421.0000	14,210.00
006	240	LF	RBR#2	#2 PENCIL ROD 1/4" X 20'		
007	200	LF	RBR#3G60	#3 REBAR 3/8" x 20' GRADE 60		
008	20	EA	INS1/2F	1/2" FERRULE ONLY		
009	10	EA	QSPL28B	19-1/2"TOPX17-1/4"BTMX 2 WCLNR SQUARE 40 GALLON PLASTIC LINER		
010	10	EA	LID-C21/BLK	21 3/8"SQ. X 12" I.D. SQR BLACK FUNNEL LID WITH SECURITY CABLE AND BOLT		
011	1	EA	/DELIVERY	DELIVERY VIA Q.C. TRUCK	2733.0000	2,733.00
012	10	EA	QRCE3036WA25	30" DIA. X 36" HT. CASCADE PRECAST CONCRETE WASTE CONTAINER  COLOR__TBD__ TEXTURE__TBD__ PERMASHIELD 4200 SEALER.	1141.0000	11,410.00
013	10	EA	QRPL30B	30-3/4"HTX173/8"TP X15"BTM ROUND 27 GALLON PLASTIC LINER		
014	10	EA	LID-A25/BLK	25"ODX12"ID RND BLACK STEEL FUNNEL LID W/SECURITY CABLE & BOLT.		
015	1	EA	/DELIVERY	DELIVERY VIA Q.C. TRUCK	2733.0000	2,733.00

By: \_\_\_\_\_  
 Date: \_\_\_\_\_



# QUOTATION

Quote No. 0005621  
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207054	NET 30	NEIL ELENZWEIG (S. E		ORIGIN	30 DAYS	
Ln	Quantity	UM	Part	Description	Price	Extension
				TOTAL ESTIMATED TAX \$		4,229.01
				<b>Total for Quote \$</b>		<b>49,948.01</b>

Please issue all purchase orders to QCP Corp. PO Box 639, Norco, CA 92860-0639. QCP is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify QCP at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order. When applicable, price includes delivery and offloading with QCP's crane equipped truck. Placement, if not accessible with QCP's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by QCP Corp. QCP Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others. All products are made to order. No exchange and no refunds.

The above Price Quotation is subject to the Terms and Conditions contained on the following page and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. **Credit terms subject to change pending account verification.**

By: \_\_\_\_\_  
 Date: \_\_\_\_\_



connecting communities with concrete solutions

# QUOTATION

Quote No. 0005621  
Quote Date 8/2/2022  
Expiration Date 8/2/2022

**TO:**  
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OCCIDENTAL, CA 94565

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EMAIL:

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ATTN:

Cust No.	Reference	Salesperson	Specifier	F.O.B.	Expiration	
207054	NET 30	NEIL ELENZWEIG (S. E		ORIGIN	30 DAYS	
Ln	Quantity	UM	Part	Description	Price	Extension

### TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

By: \_\_\_\_\_  
Date: \_\_\_\_\_



<b>Meeting Date:</b>	8/4/2022 - 7:30 PM
<b>Category:</b>	Action Items
<b>Type:</b>	Action
<b>Subject:</b>	6.6 Consideration of Independent Study Waiver (if needed)
<b>Strategic Plans:</b>	
<b>Policy:</b>	
<b>Enclosure</b>	
<b>File Attachment:</b>	
<b>Description:</b>	
<b>Background Information:</b>	
<b>Fiscal Implications:</b>	
<b>Recommendation:</b>	That the board approves the Independent Study Waiver for 22-23

**Approvals:**

Recommended  
By:

Matthew Morgan - Superintendent/Principal



<b>Meeting Date:</b>	8/4/2022 - 7:30 PM
<b>Category:</b>	Action Items
<b>Type:</b>	Action
<b>Subject:</b>	6.7 Consideration of Covid Safety Plan for 2022-23 School Year
<b>Strategic Plans:</b>	
<b>Policy:</b>	
<b>Enclosure</b>	
<b>File Attachment:</b>	
<b>Description:</b>	
<b>Background Information:</b>	
<b>Fiscal Implications:</b>	
<b>Recommendation:</b>	That the board approves the Covid Safety Plan for the 2022-23 School Year.

**Approvals:**

Recommended  
By:

Matthew Morgan - Superintendent/Principal