



AGENDA

REGULAR MEETING OF THE BOARD OF TRUSTEES

DISTRICT VISION STATEMENT

Working together with families, the community, and highly qualified staff, the Buckeye Union School District ensures that each student masters the knowledge and skills needed to maximize his/her academic and personal success in a global society.

Wednesday, May 6, 2020

Virtual Zoom Meeting

Closed Session-No Closed Session Board Meeting Information

In order to ensure compliance with federal and state guidance regarding large gatherings and in accordance with the State of California Executive Order N-29-20, to provide the public with the opportunity to provide comments to the Board, the Board is asking that you email cschwietert@buckeyeusd.org for a login for Zoom to participate or attend the meeting.

Please login to Zoom and continue to watch and listen to the meeting. Your call/entry will be muted upon joining the meeting. When you hear the Agenda Item IV. (Public Comments) called and you wish to comment please answer yes on the controls and await your opportunity to speak. When you are notified your call will be unmuted and you may speak for three minutes. While speaking, please reduce any background noise to ensure that your comments can be heard.

Zoom Login for Board meeting - email Coleen at cschwietert@buckeyeusd.org

Open Session - 7:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. PUBLIC COMMENTS

V. PRESENTATIONS

1. Silva Valley Employees of the Year: Brandon Beadle
 - Classified Employee of the Year: Tara Nakano
 - Certificated Employee of the Year: Amber Ross
2. Rolling Hills Employees of the Year: Debbie Bowers
 - Classified Employee of the Year: Bryan Ferretti
 - Certificated Employee of the Year: Jeremiah Massey
 - Cerificated Employee of the Year: Don Hayward

VI. REPORTS

1. Reports and Requests by Board Members
2. Superintendent Report: Superintendent David Roth, Ph.D.
3. Covid-19 Update: Superintendent David Roth, Ph.D.
4. Budget/LCAP Update: Assistant Superintendent, Jackie McHaney

VII. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda. If items are pulled for discussion, a separate vote will occur on the item(s). The Superintendent and staff recommend approval of all Consent Agenda items.

1. Declaration of Surplus –Rolling Hills
2. Summary of Warrants- March 2020
3. Minutes of Regular Meeting April 1,2020
4. Agreement for Legal Services with Fagen, Friedman, and Fulfrost

VIII. ACTION ITEMS

1. Authorization to Accept Bids and Enter Into Contract with the Lowest Responsible and Responsive Bidder for the New Lunch Area Project at Valley View Charter Montessori

(Brian McCahon, Director of Facilities)

2. Authorization to Enter Into Contract for Services with Kirk S. Brainerd (Architect) to Prepare Construction Documents, and Project Construction Administration Services for the Valley View Charter Montessori Rental Classroom and Associated Site Work Project.

(Brian McCahon, Director of Facilities)

3. Authorization to Sign Lease Agreement with Mobile Modular for the Lease of a DSA Approved Classroom as a Component of the Valley View Charter Montessori Rental Classroom and Associated Site Work Project.

(Brian McCahon, Director of Facilities)

4. Approve Resolution No. 20-14 Eliminating Classified Employee Services Effective July 15, 2020

(Jackie McHaney, Asst. Superintendent)

IV. NEXT MEETING

Wednesday, May 20, 2020, 7:00 P.M.
Virtual Zoom Meeting

X. ADJOURNMENT

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 1665 Blackstone Parkway, El Dorado Hills, CA 95762 during normal business hours. Individuals who require special accommodation (American Sign Language interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent at least two days before the meeting date.

Date:
12-16-19

Buckeye Surplus Form
School: Rolling Hills

Doug Phillips
01/13
Your Name:
Doug Phillips

Count	Room #	Description	Asset #	Serial Number	Reason for Surplus
1	Lib back room	Dell E5430 laptop	1300695	ch5z1x1	Obsolete over 7 years old
2	Lib back room	Dell E5430 laptop	1300687	fs0y1x1	Obsolete over 7 years old
3	Lib back room	Dell E5430 laptop	1300688	911z1x1	Obsolete over 7 years old
4	Lib back room	Dell E5430 laptop	1300610	7s7y1x1	Obsolete over 7 years old
5	Lib back room	Dell E5430 laptop	1300667	jl1xy1x1	Obsolete over 7 years old
6	Lib back room	Dell E5430 laptop	1300692	301z1x1	Obsolete over 7 years old
7	Lib back room	Dell E5430 laptop	1300606	j96z1x1	Obsolete over 7 years old
8	Lib back room	Dell E5430 laptop	1300664	c14y1x1	Obsolete over 7 years old
9	Lib back room	Dell E5430 laptop	?	7B6NNX1	Obsolete over 7 years old
10	Lib back room	Dell E5430 laptop	1300636	5NXYLX1	Obsolete over 7 years old
11	Lib back room	Dell E5430 laptop	1300656	GHXXLX1	Obsolete over 7 years old
12	Lib back room	Dell E5430 laptop	1300644	D2VXLX1	Obsolete over 7 years old
13	Lib back room	Dell optiplex 7010	1302472	81MHX12	Obsolete over 6 years old
14	Lib back room	Dell optiplex 7010	1300280	fs6jby1	Obsolete over 7 years old
15	Lib back room	Epson 83 Projector	9692	KM3F884208L	Obsolete over 7 years old
16	Lib back room	Optiplex 380 desktop	9642	3QJYPQ1	Obsolete over 7 years old
17	Lib back room	Optiplex 380 desktop	9641	3QLNYQ1	Obsolete over 7 years old
18	Lib back room	Optiplex 380 desktop	963	3QKNYQ1	Obsolete over 7 years old
19					
20					
21					
22					
23					
24					
25					
26					

D. Brown

Administrator's Signature of Approval:

Date: 12/20/19

Entered
2/13

Buckeye Surplus Form

Date _____ School: Silva Name: Josh Taylor

Room	Description	Tag #	Serial #	Reason For Surplus
	Elmo Doc cam tt-02s	04812	517436	Replaced
	Elmo Doc cam tt-02s	04802	517557	Replaced
	Elmo Doc cam tt-02s	04799	517558	Replaced
	Elmo Doc cam tt-02s	04801	515323	Replaced
	Elmo Doc cam tt-02s	04809	517439	Replaced
	Elmo Doc cam tt-02s	04782	517553	Replaced
	Elmo Doc cam tt-02s	04797	514971	Replaced
	Elmo Doc cam tt-02s	04794	515320	Replaced
	Elmo Doc cam tt-02s	04663	960963	Replaced
	Elmo Doc cam tt-02s	04810	514223	Replaced
	Elmo Doc cam tt-02s	04806	515225	Replaced
	Elmo Doc cam tt-02s	04803	515319	Replaced
	Elmo Doc cam tt-02s	04800	515222	Replaced
	Elmo Doc cam tt-02s	04808	517551	Replaced
	Elmo Doc cam tt-02s	04795	515208	Replaced
	Elmo Doc cam tt-02s	04813	515230	Replaced
	Elmo Doc cam tt-02s	04805	517438	Replaced
	Elmo Doc cam tt-02s	04816	518189	Replaced
	Elmo Doc cam tt-02s	04793	515210	Replaced
	Elmo Doc cam tt-02s	04798	517440	Replaced

Administrator's Signature Of _____ Date _____
Approval: _____

Buckeye Surplus Form

2/13/20

Date: Jan 7, 2020 School: Oak Meadow

Your Name: M. Meyer

Room #	Description	Tag No.	Serial #	Reason For Surplus
101	Vac	1146	P10022691	Not working/used for Parts
	Vac	1145	P10021903	" "
				RECEIVED
				JAN 0 8 2020
				Buckeye Union School District

Administrator's Signature Of Approval: *[Signature]*

Date: 1/7/2020

Buckeye Union School District

2019-2020

Summary Report of Warrants

Warrant Registers for the period of: March 1, 2020 through March 31, 2020

Register #	Date	Fund	Fund #	Amount	Warrants
0162	3-Mar-2020	General Fund	01	23,850.79	10
0163	3-Mar-2020	General Fund	01	44,925.20	22
0164	11-Mar-2020	General Fund	01	64,881.20	39
0165	5-Mar-2020	Cafeteria Fund	13	40,342.43	4
0166	10-Mar-2020	Cafeteria Fund	13	9,500.33	4
0167	9-Mar-2020	State Building Fund	35	26,344.59	3
0168	10-Mar-2020	General Fund	01	60,549.77	8
0169	12-Mar-2020	General Fund	01	7,611.62	1
0170	12-Mar-2020	General Fund	01	4,874.78	48
0171	18-Mar-2020	General Fund	01	2,977.50	56
0172	18-Mar-2020	General Fund	01	34,922.91	29
0173	18-Mar-2020	Mello Roos	49	256,692.25	1
0174	25-Mar-2020	General Fund	01	13,474.50	4
0175	N/A	On Apr Warrant List			
0176	19-Mar-2020	General Fund	01	25,382.94	97
0177	20-Mar-2020	Health And Welfare	01	45,706.83	11
0178	25-Mar-2020	General Fund	01	13,964.54	14
				<u>\$676,002.18</u>	<u>351</u>



BUCKEYE UNION SCHOOL DISTRICT

MINUTES

**REGULAR MEETING
OF THE BOARD OF TRUSTEES**

DISTRICT VISION STATEMENT

Working together with families, the community, and highly qualified staff, the Buckeye Union School District ensures that each student masters the knowledge and skills needed to maximize his/her academic and personal success in a global society.

Wednesday, April 1, 2020

No Closed Session

Open Session - 7:00 p.m.

I. FLAG SALUTE

Brenda Hanson-Smith opened the meeting at 7:00 p.m. and led the flag salute.

II. ROLL CALL

Present: Brenda Hanson-Smith, Ph.D.

Gloria Silva

Kirk Seal

Jon Yoffie

Winston Pingrey

III. APPROVAL OF AGENDA

Kirk Seal motioned to approve the agenda. Jon Yoffie seconded. The motion carried 5-0.

IV. PUBLIC COMMENTS

None

V. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda. If items are pulled for discussion, a separate vote will occur on the item(s). The Superintendent and staff recommend approval of all Consent Agenda items.

1. Minutes of the Regular/Public Hearing Meeting, March 4, 2020

2. Minutes of the Emergency Meeting March 13, 2020,
3. Minutes of the Regular/Public Hearing Meeting, March 18, 2020
4. Personnel Update
5. Contract Approval for Annual Audit Services of K-12 School Districts between Wilkinson Hadley King & Co. LLP and Buckeye Union School District.

Winston Pingrey motioned to approve the consent agenda. Gloria Silva seconded. The motion carried 5-0.

VI. DISCUSSION/ACTION ITEMS

1. Consideration/Approval of Offering Golden Handshake Early Retirements to Public Employees Retirement Systems (PERS) Staff Members

Assistant Superintendent Jackie McHaney advised the Board that it is time to open the window period for the Golden Handshake Early Retirement Program included in the CSEA Contract. To that end, the District is requesting the Board approve the opening of the Golden Handshake window period from June 1, 2020 through September 30, 2020. Because the District is considered a part of the El Dorado County Office of Education contract with the Public Employees Retirement System, a Resolution must also be approved at the County's Board meeting which is scheduled to be heard on May 5, 2020. Ms. McHaney reminded the Board that this action opens the window period, but in order for an employee to qualify, the formula used to analyze the request must demonstrate an actual financial savings to the District.

Ms. McHaney requested that the Board approve opening the window period for the Offering of the Golden Handshake Early Retirement Program to Public Employees Retirement Systems (PERS) Staff Members in accordance with the terms of the CSEA Contract.

Winston Pingrey motioned to approve opening the window period for the Golden Handshake Early Retirement Program to Public Employees Retirement Systems (PERS) Staff Members. Jon Yoffie seconded the motion. The motion carried 5-0.

2. Adopt Resolution No. 20-11: California Day of the Principal, May 1, 2020

Assistant Superintendent Jackie McHaney presented the item and acknowledged the exceptional work being done by the District's administrative team. Ms. McHaney requested that the Board approve Resolution No. 20-11.

Kirk Seal motioned to adopt Resolution No. 20-11: California Day of the Principal, May 1, 2020. Winston Pingrey seconded. The motion carried 5-0.

3. Adopt Resolution No. 20-12: California Day of the Teacher, May 13, 2020
Assistant Superintendent Jackie McHaney presented the item and acknowledged the exceptional work being done by the District's teachers. Ms. McHaney requested that the Board approve Resolution No. 20-11.

Kirk Seal motioned to adopt Resolution No. 20-12: California Day of the Teacher, May 13, 2020. Winston Pingrey seconded. The motion carried 5-0.

4. Adopt Resolution No. 20-13: Classified School Employees Week, May 17-23, 2020

Assistant Superintendent Jackie McHaney presented the item and acknowledged the exceptional work being done by the District's classified employees. Ms. McHaney requested that the Board approve Resolution No. 20-11.

Kirk Seal motioned to adopt Resolution No. 20-13: Classified School Employees Week, May 17-23, 2020. Winston Pingrey seconded. The motion carried 5-0.

5. COVID-19 Update

Superintendent Roth presented an update on Covid-19. Dr. Roth remarked that from the inception of the 2019-2020 school year, it has been challenging to keep all our schools open. During the first part of the year, District staff was managing the PSPS events that resulted in several of our campuses being without electrical power and finding ways for instruction to continue notwithstanding this fact. It is quite inspiring to see what our teachers, classified staff and administrators have been and continue to do in light of the challenges we have been through this year. Recently, the County and all school districts made a decision, in conjunction with the County Department of Health, that our schools will be physically closed through the end of the school year. Dr. Roth reminded the board that many in our community are in the healthcare industry, and have safety jobs and are first responders. He also pointed out that we need to recognize that so many of our own teachers have young families and have to work on educating their own children at the same time they are managing their students and maintaining classes. He stated that our teachers and classified staff are really leaning into and doing remarkable things in the distance learning model. Dr. Roth reminded the Board that when the Governor and State Superintendent of Public Instruction said we were going to be out through the end of the year most school districts in California had not even started with remote learning, but not Buckeye USD. We had already started on a plan on how we were going to provide remote learning and was able to implement that plan without delay. In addition to providing instruction, our classified nutrition services staff, our Director of Food and Nutrition Services Kim Andreason, and Jackie have started providing breakfast and lunch for our students and the children in our community. Over 10,000 plus meals have been provided. We know great teams are needed to get these

tasks accomplished and Buckeye USD has those great teams. As always, the District office administration is here to help in any way it can. If families are having issues, we are encouraging them to please talk to your Principals. Dr. Roth said he is so proud of everyone in the District and the Board has been very supportive for which he is appreciative.

Dr. Roth asked Patty Randolph to report on what she has been doing to help. She complemented the Principals, teaching staff and classified staff, noting that she is impressed with their strength and encouragement. She said we have an incredible group of teachers and classified support staff - that they come from a solid background. Our teachers have incredible strength and the courage to take on remote learning and do it well. She also stated that our support staff is the same. She said we found out that we were closing on Friday, and teachers were given an opportunity to learn google teach and other items on the in-service day. She said it is important that we keep our relationships and connections with the students and their families. She started a spreadsheet making sure all children are being checked in on with regular frequency. She noted that staff has been provided with many resources and more will become available. She added that the curriculum support page is updated with remote learning resources and available to all.

President Brenda Hanson-Smith said that the Board is proud of everyone and their hard work. She said that the Board has a lot of trust and confidence in our staff and is appreciative of all that they do.

Dr. Roth reported to the Board that there is an agreed upon agreement with the teachers union that will mean that teachers will have regular office hours for their students so as to be readily accessible to provide assistance. In addition, teachers have been given direction regarding the expectations for instruction during this time. In addition to our teachers, Principals will also be available and they will do check-in with families. All of these activities are also being supported to the extent possible by our classified employees. Dr. Roth reminded all of the importance of staying in contact with students and families and making these connections. He added that the school counselors, the ELL team, intervention teachers, et cetera are also working in the background to support families.

VII. NEXT MEETING

Wednesday, May 6, 2020, 7:00 P.M.

VIII. ADJOURNMENT

Next meeting is May 6, 2020 at 7:00 p.m.

Kirk Seal motioned to adjourn the meeting. Jon Yoffie seconded the motion.

The motion carried 5-0.

Date: _____

By: _____
Gloria Silva, Clerk

By: _____
David Roth, Ph.D., Board Secretary

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AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Buckeye Union School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2020 through June 30, 2021:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Buckeye Union School District

Fagen Friedman & Fulfrost LLP

Type or Print Name

Chris Keeler

Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: March 17, 2020



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

Buckeye Union School District
July 1, 2020 through June 30, 2021

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$210 - \$240 per hour
Partner	\$255 - \$290 per hour
Of-Counsel	\$290 per hour
Paralegal/Law Clerk	\$130 - \$190 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$210 per hour
Education Consultant	\$220 per hour
Communication Services Consultant	\$240 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: VIII.1.

ACTION: Authorization to Accept Bids and Enter into Contract with the Lowest Responsible and Responsive Bidder for the New Lunch Area at Valley View Charter Montessori School

SITUATION:

Public Contract Code §20111 requires school district governing boards to competitively bid and award construction contracts involving an expenditure of more than \$15,000.00 to the lowest responsible bidder.

On March 4, 2020, the Governing Board authorized staff to post bidding documents for the New Lunch Area at Valley View Charter Montessori Project, with a bid opening date of April 9, 2020.

On April 9, 2020, bids were received, and Schreder & Brandt MFG, Inc. was found to be the lowest responsive and responsible bidder. A complete summary of the bid results has been attached.

PLAN:

The plan is to have the Governing Board accept the bids, and authorize staff to enter into a contract with the lowest responsible and responsive bidder, Schreder & Brandt MFG, Inc., for the New Lunch Area at Valley View Charter Montessori Project.

FISCAL IMPACT:

There is no impact on the General Fund. Funding will come from Fund 49. These funds can only be expended on Valley View Charter Montessori, or a pro-rata share of District-Wide projects benefiting Valley View Charter Montessori.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Governing Board accepts the bids, and authorizes staff to enter into a contract with the lowest responsible and responsive bidder, Schreder & Brandt MFG, Inc., for the New Lunch Area at Valley View Charter Montessori Project.

Buckeye Union School District
New Lunch Area at Valley View Charter Montessori Project
Bid Opening: April 9, 2020 @ 2:00pm

Bid Results

Contractor	Base Bid	Allowance # 1 (Landscaping)	Allowance #2 (Electrical/Low Voltage)	Total Bid
Schreder & Brandt MFG, Inc.	\$ 258,000.00	\$ 25,000.00	\$ 7,500.00	\$ 290,500.00
Abide Builders, Inc.	\$ 270,000.00	\$ 25,000.00	\$ 7,500.00	\$ 302,500.00
D.G. Granade, Inc.	\$ 279,088.00	\$ 25,000.00	\$ 7,500.00	\$ 311,588.00
BRCO Constructors, Inc.	\$ 288,000.00	\$ 25,000.00	\$ 7,500.00	\$ 320,500.00

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: VIII.2.

ACTION: Authorization to Enter into Contract for Services with Kirk S. Brainerd (Architect) to Prepare Construction Documents, and Provide Construction Administration Services for the Valley View Charter Montessori Rental Classroom and Associated Site Work Project.

SITUATION:

In planning for the 2020/2021 school year, District staff has determined that due to an increase in enrollment, Valley View Charter Montessori will need one (1) additional classroom to support the delivery of intervention services to students.

To satisfy the need for additional classroom space, District staff identified a location on the Valley View Charter Montessori site for a 30' x 32' classroom. Once the site was identified, District staff contacted multiple modular classroom manufacturers and found that we would not be able to acquire the necessary DSA approved permanent modular classroom in time for installation over the 2019/2020 Summer Break.

In response to the DSA approved permanent modular classroom not being available, District staff has located a rental DSA approved classroom to satisfy the needs of the site for the 2020/2021 school year. For the 2021-2022 school year, District staff anticipates having a permanent modular classroom available for installation to replace the leased classroom.

In addition to leasing the classroom, the District will also have to perform site work to get the area ready for the placement of the leased classroom, and coordinate the project with DSA to make sure all applicable requirements are met. The site work will include site grading and compaction, and the installation of the required utilities. It is important to note that the majority of the site work that would be required to place a rental classroom on the site for the 2020/2021 school year would also be required in order to place a permanent modular classroom for the 2021/2022 school year.

PLAN:

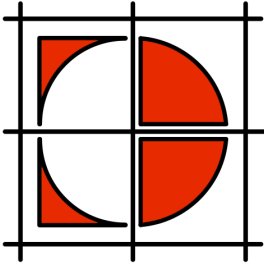
The plan is to have the Governing Board authorize staff to enter into a contract for services with Kirk S. Brainerd (Architect) to prepare construction documents, and provide administration services for the Valley View Charter Montessori Rental Classroom and Associated Site Work Project.

FISCAL IMPACT:

The cost of these services is a fixed fee of \$22,000. There is no impact on the General Fund. Funding will come from Fund 49. These funds can only be expended on Valley View Charter Montessori, or a pro-rata share of District-Wide projects benefiting Valley View Charter Montessori.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Governing Board authorizes staff to enter into a contract for services with Kirk S. Brainerd (Architect) to prepare construction documents, and provide administration services for the Valley View Charter Montessori Rental Classroom and Associated Site Work Project.



Kirk S. Brainerd
Architect

April 24, 2020

Brian McCahon
Director of Facilities
Buckeye Union School District
1665 Blackstone Parkway
El Dorado Hills, Ca. 95762

Re: Valley View Montessori Charter School Portable; Temporary building

Dear Brian,

We propose to provide design services as follows:

1. Visit the site to assess the conditions: Review original construction drawings
2. Coordinate with relocatable provider
3. Provide final site civil, architectural, and electrical construction documents and associated specifications.
4. Submit plans to DSA
5. Assist the District in bidding the project.
6. Provide all construction administration for the duration of the project.

Fee shall be a fixed fee of Twenty Two Thousand Dollars (\$22,000)

Billing will be made on a monthly basis for work completed within that calendar month.

Payment shall be made within 30 days of receiving the billing statement.

If this proposal is acceptable, please sign and return one copy.

Very truly yours,

Kirk S. Brainerd, Architect

Accepted _____

Date: _____

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: VIII.3.

ACTION: Authorize the Signing of a Lease Agreement with Mobile Modular for the Lease of a DSA Approved Classroom as a Component of the Valley View Charter Montessori Rental Classroom and Associated Site Work Project

SITUATION:

In planning for the 2020-2021 school year, the District has determined that it will be necessary to lease the following classroom for the Valley View Charter Montessori School site and has determined that it is in the best interest of the District to proceed with the Lease Agreement as quickly as possible so a classroom can be held, and required drawings can be released:

- 1) 1 each, 30x32 DSA Approved Classroom (Model No. 30x32 DSA)

Mobile Modular has confirmed that they have the classroom available, and can meet our deadline for placement prior to the start of the 2020-2021 school year. The Lease Agreement includes delivery and setup of the classroom, a monthly lease payment that will commence once the building has been delivered, and removal and cleaning of the classroom. A copy of the Lease Agreement has been attached.

Public Contract Code §20111 requires school district governing boards to competitively bid and award any contracts, other than construction contracts, involving an expenditure of more than \$95,200.00 to the lowest responsible bidder. This requirement applies to the purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district. The Lease Agreement proposed by Mobile Modular falls beneath this bidding threshold. District staff has determined that it is in the best interest of the District to enter into this Lease Agreement with Mobile Modular without utilizing the formal public bidding process, allowing us to secure a classroom, get the required drawings for submission to DSA, and meet our timeline for installation prior to the 2020/20201 school year.

PLAN:

Have the Governing Board authorize the signing of the Lease Agreement with Mobile Modular for the lease of a DSA approved classroom as a component of the Valley View Charter Montessori Rental Classroom and Associated Site Work Project.

FISCAL IMPACT:

There is no impact on the General Fund. Funding will come from Fund 49. These funds can only be expended on Valley View Charter Montessori, or a pro-rata share of District-Wide projects benefiting Valley View Charter Montessori. At this time, the preliminary estimate received is as follows:

Delivery & Setup	\$10,207.00
Monthly Rental Charge (Estimated for 10 Months @ \$1,278/mo.)	\$12,780.00
Removal and Cleaning	<u>\$8,410.00</u>
Total Estimated Charges	\$31,397.00

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends that the Governing Board authorize the signing of the Lease Agreement with Mobile Modular for the lease of a DSA approved classroom as a component of the Valley View Charter Montessori Rental Classroom and Associated Site Work Project for the 2020/2021 school year.



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210045091.1
Contract Term: 12 Months
 Date Printed: 04/24/2020
 Start Rent Date: 06/22/2020

Customer & Site Information		Mobile Modular Contact
Customer Information: Buckeye Union SD P.O. Box 547 Shingle Springs, CA 95682 Brian McCahon bmccahon@buckeyeusd.org (916) 985-2183 1037	Site Information: Buckeye Union SD 5049 Robert J Mathews Parkway El Dorado Hills, CA 95762 Brian McCahon bmccahon@buckeyeusd.org (916) 985-2183 1037 Customer PO/Reference: Exp: // By:	Questions? Please Contact: Kevin Gibson Kevin.Gibson@mobilemodular.com Direct Phone: (925) 453-3143 All other inquiries: (925) 606-9000

Product Information

	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 30x32 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i>	1	\$1,278.00	\$1,278.00	N

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Delivery:				
Classroom, 30x32 DSA (NonStd)				
Block and Level Building (B7) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$6,433.00	\$6,433.00	N
Delivery Haulage Lowboy 10 wide	3	\$995.00	\$2,985.00	N
Delivery Haulage Permit 10 wide Lowboy	3	\$95.00	\$285.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	36	\$14.00	\$504.00	N
			\$10,207.00	

Subtotal of Monthly Rent:	\$1,278.00
Monthly Personal Property Expense (PPE):	\$0.00
Taxes on Monthly Charges:	\$0.00
Total Monthly Charges (incl Taxes & PPE):	\$1,278.00
Subtotal of One-Time Charges upon Delivery :	\$10,207.00
Taxes On One Time Charges:	\$0.00
Security Deposit:	\$0.00
Est. Initial Invoice:	\$11,485.00

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Return:				
Classroom, 30x32 DSA (NonStd)				
Cleaning Fee	3	\$125.00	\$375.00	N
Prepare Equipment For Removal (B7) (PW)	1	\$4,549.00	\$4,549.00	N
Removal, Ramp Skirting (PW)	36	\$6.00	\$216.00	N
Return Haulage Lowboy 10 wide	3	\$995.00	\$2,985.00	N
Return Haulage Permit 10 wide Lowboy	3	\$95.00	\$285.00	N
			\$8,410.00	

Special Notes

Additional Note: Quote is based on level and accessible site by normal truck delivery.
Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.



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Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Delivery Date:

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Classroom, 30x32 DSA (NonStd)	1	1526	\$67,650.00



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Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<p>LESSOR: Mobile Modular Management Corporation</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LESSEE: Buckeye Union SD</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [<https://www.MobileModular.com/ContractTerms>] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the



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fifteenth (15th) day of the billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.



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12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.



Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210045091.1
Contract Term: 12 Months
Date Printed: 04/24/2020
Start Rent Date: 06/22/2020

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 08/22/16

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: VIII.4.

**ACTION: Approve Resolution
No. 20-14: Eliminating
Classified Employee Services
Effective July 15, 2020**

SITUATION:

The District employs teacher associates for a variety of purposes and with different funding sources. Each year the District assesses its needs and funding available and makes adjustments. Due to changes in enrollment at our elementary and middle schools, it will not be necessary to staff eleven .18 Teacher Associates, three 1.5 hour Teacher Associates, one 2.25 hour Teacher Associate, one 2.5 hour Teacher Associate, one .75 hour Teacher Associate (OH), and three .25 hour Teacher Associate (OH) positions. State law specifies that in order to reduce services provided by classified employees, those employees must be notified of possible reduction or layoff 60 days prior to the effective date of the reduction or layoff. The attached resolution implements the reductions in particular kinds of services provided by classified employees and authorizes the Superintendent to notify those employees impacted by the reductions or eliminations.

PLAN:

The plan is to eliminate specific classified positions as noted in Resolution No.20-14.

FISCAL IMPACT:

An estimated reduction of \$89,911.00 in staffing costs for the 2020-2021 school year. The purpose of this resolution is to notify specific classified employees of an intention to eliminate their services based on a lack of work or lack of funds.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board approve Resolution No. 20-14: Eliminating Classified Employee Services, effective July 15, 2020.

**BEFORE THE
GOVERNING BOARD
OF THE
BUCKEYE UNION SCHOOL DISTRICT**

**REDUCTION IN CLASSIFIED STAFF
DUE TO LACK OF WORK AND/OR LACK OF FUNDS**

RESOLUTION NO. 20-14

WHEREAS, California Education Code § 45308 states that classified and confidential employees shall be subject to layoff due to lack of work or lack of funds;

WHEREAS, California Education Code § 45117 provides that where classified (including confidential) employees are subject to layoff, the affected employee shall be given a notice of layoff not less than sixty (60) days prior to the effective date of the layoff and informed of their displacement rights, if any, and their reemployment rights;

WHEREAS, the Governing Board of the Buckeye Union School District has determined that it shall be necessary to reduce the following particular kinds of classified services not later than July 15, 2020

<u>CLASSIFIED POSITIONS</u>	<u># Days/Hours Reduction/Elimination</u>
Teacher Associate (3 positions)	1.5 hours per day for 196 days
Teacher Associate (11 positions)	90 minutes per week for 38 weeks
Teacher Associate	2.25 hours per day for 196 days
Teacher Associate	2.5 hours per day for 196 days
Teacher Associate (OH)	.75 hours per day for 196 days
Teacher Associate (OH) (3 positions)	.25 hours per day for 196 days

NOW, THEREFORE, THE GOVERNING BOARD OF THE BUCKEYE UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That due to lack of work or lack of funds, this Governing Board has determined that the following level of service shall be reduced:

<u>CLASSIFIED POSITIONS</u>	<u># Days/Hours Reduction/Elimination</u>
Teacher Associate (3 positions)	1.5 hours per day for 196 days
Teacher Associate (11 positions)	90 minutes per week for 38 weeks
Teacher Associate	2.25 hours per day for 196 days
Teacher Associate	2.5 hours per day for 196 days
Teacher Associate (OH)	.75 hours per day for 196 days
Teacher Associate (OH) (3 positions)	.25 hours per day for 196 days

Section 3. That the District Superintendent or his designee is directed to give notice of layoff to the affected classified employee(s) pursuant to Education Code §45117. Such notice shall be pursuant to this Resolution and applicable provisions of the Education Code of the State of California.

Section 4. That said layoff shall become effective at the close of business on July 15, 2020, and such notice shall be served on employees no later than May 15, 2020 to provide at least 60 days advance notice to employees of this action.

Section 5. The District Superintendent or the Superintendent's designee is further authorized to take any further actions necessary to carry out the intent of this Resolution.

Section 6. In the event any section or portion of this Resolution shall be determined invalid or unconstitutional, such section or portion shall be deemed severable and all other sections or portions hereof shall remain in full force and effect. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

Passed and Adopted by roll call vote this May 6, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Brenda Hanson-Smith Ph.D.
President, Governing Board