

GRANT SCHOOL DISTRICT NO. 3

401 N Canyon City Blvd. • Canyon City, OR 97820-6111 Phone: (541) 575-1280 • Fax: (541) 575-3614

BOARD MEETING / SENECA SCHOOL

ZOOM IN BY USING THE FOLLOWING INSTRUCTIONS:

https://us02web.zoom.us/j/84282324813 Meeting ID: 842 8232 4813

Passcode: d6v9zw

WEDNESDAY 19 APRIL 2023 – 07:00PM / SENECA ELIMENTERY SCHOOL

BOARD MEETING AGENDA

[* = supplement enclosed]

1.0	PREL	IMINARY BUSINESS:
	1.1	Call to order
	1.2	Pledge of Allegiance
	1.3	Agenda Review / Approval
	1.4	Schedule next Work Session ▶ Special Session (May 03?)
	1.5	Website Presentation of Board of Directors/ Jessi Brunson; Jesse – webmaster
		1.5.1 Do we want email made public
		1.5.2 Term Expiration
		1.5.3 Status on legible map identifying zones
	1.6	Status on New Drug Policy/ Jessi Brunson
		1.6.1 Information has been compiled that may facilitate revising our current policy
	1.7	Approval of Minutes for March 2023 *
		1.7.1 03/22/2023:
		1.7.2 03/15/2023:
		1.7.3 03/08/2023:
	1.8	Public Comment / 3-minute limit:
		1.8.1 1)
		1.8.2 2)
		1.8.3 3)
2.0	REPO	ORTS:
	2.1	Financial/Business Manager – Stacy Durych *
	2.2	Current Enrollment *
	2.3	Superintendent *
	2.4	Administration X5 *
3.0	NEW	BUSINESS:
	3.1	Memo of Understanding between GSD3 ad Oregon Schools Employee Assn/ Cammi Copenhaver *
	3.2	Hosting Foreign Exchange Students; costs; Homeland Security/ Mark Witty *
	3.3	OSBA Board Member Training Sessions/ Louis Dix
	3.4	Transportation - Safety concerns/ Sharon Flory, Transportation manager; presented by: Janet Myers
		3.4.1 Driver shortage
		3.4.2 Bus rides often over capacity/ Example: 90 students/staff on 1 bus = 25 over capacity

1 |Web Posting Proposed: 04/13/2023/ LD/jm 2023-0419 - Board Meeting Agenda 3.5

Seneca School Mascot/ Louis Dix



	3.6	Capitol Improvements – Contracts/Nick Green *
		3.6.1 Summary of Projects/3 pages
		3.6.2 Calendar: tree removal; fencing/ 1 page
		3.6.3 <u>Contract:</u> Ditroen/ GUHS – interior (library)/ 8 pages
		3.6.4 Portfolio: Ditroen/ 24 pages
		3.6.5 <u>Contract:</u> Field's Tree Service – tree removal/ 7 pages
		3.6.6 <u>Contract:</u> Timber Basin Contractors – fencing/ 8 pages
		3.6.7 Portfolio: Timber Basin Contractors/ 26 pages
		3.6.8 Bid/Estimate: JB's Roofing Inc – GUHS/ 18 pages
		3.6.9 Award Letter: ZCS Engineering Architecture – JB's Roofing/ 1 page
		3.6.10 Bid/Estimate/Contract: Milburn, HVAC contractor to be presented next Work > Special Session
4.0	CON	SENT AGENDA
	4.1	Accept Resignations: 2
		4.1.1 Karen Shelton – Last Day: 06/30/2023
		4.1.2 Rachelle Simmons – Last Day: 06/30/2023
	4.2	Accept New Hires: 2
		4.2.1 Ersela Dehiya - Start Date: 03/20/2023/ (Sub to Perm/Early Education/Humbolt)
		4.2.2 Marissa Smith – Start Date: 03/20/2023/ (Sub to Perm/SPED Instructional Asst/Humbolt)
5.0	FUTUR	RE AGENDA AND CALENDAR ITEMS
	5.1	May 02 Budget Meeting
	5.2	May 03 Board Meeting/Work Session ▶ Special Session?
	5.3	May 17 Board Meeting
	5.4	May 17 Budget Meeting (Optional)
	5.5	June 14 Budget Hearing/Board Meeting
	5.6	June 15 Last Day of School
6.0	EXECU	JTIVE SESSION - Move to Executive Session - Plan of Assistance for: Teaching Staff Member
	6.1	Motion: . Second: Unanimous: START:PM
	6.2	ORS: 192.600 (2) (i) and 192.660 (8): "To review and evaluate the performance of an officer, employee
		or staff member if the person does not request an open meeting. This reason for execution session may not
		be used to do a general evaluation of an agency goal, objective or operation or any directive to personnel
		concerning those subjects. ORS: 192.600 (2) (i) and 192.660 (8)"
7.0	Decision	n and vote made based on Executive Session.
8.0	GOOD	OF THE ORDER
9.0	ADJOU	JRNED:PM

Board Packet posted on district web site at: https://grantsd3.schoolinsites.com/

Grant Union School District No. 3 does not discriminate in employment, educational programs and activities, on the basis of race, national origin, color, creed, religion, sex, age, disability, veteran status, sexual orientation, gender identity or associational preference. The District also affirms its commitment to providing equal opportunities and equal access to its facilities. For additional information or assistance contact the District office at: (541)575-1280, 401 N Canyon City, OR 97820 For telecommunications relay services for the deaf, hearing or speech impaired call 1(800)735-2900

2 | Web Posting Proposed: 04/13/2023/ LD/jm 2023-0419 - Board Meeting Agenda

	Claim School District #5	DISHIEL #3				
General Ledger - General Fund Exp - GU		Fisc	Fiscal Year: 2022-2023	23 From Date:7/1/2022	-	To Date:4/13/2023
Account Mask: 100???????608???????	Account Type:	ype: EXPENDITURE	₹E			
Print Print	Print accounts with zero balance	o balance	Include Inactive Accounts	ccounts	☐ Include PreEncumbrance	incumbrance
	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
1111 - Primary, K-3						
100 - General Fund	\$0.00	\$16,610.83	\$16,610.83	\$0.00	(\$16,610.83)	0.00%
1111 - Primary, K-3 Total: 1121 - Middle/Jr High, 6-8	\$0.00	\$16,610.83	\$16,610.83	\$0.00	(\$16,610.83)	0.00%
100 - General Fund	\$565,708.00	\$275,857.72	\$275.857.72	\$157.595.02	\$130 255 26	76 62%
1121 - Middle/Jr High, 6-8 Total:	\$565,708,00	\$275 857 72	\$275,857.72	\$157 505.02	E122 255	10.0270
lar			1	70.000	\$132,233.2d	0.02%
100 - General Fund	\$64,195.00	\$38,931.96	\$38,931.96	\$3,782.66	\$21,480,38	66.54%
1122 - Middle Jr-Hi Co-Curricular Total:	\$64,195.00	\$38,931.96	\$38,931.96	\$3.782.66	\$21 480 38	RE 5.10/
					0000	00:04%
100 - General Fund	\$1,458,662.00	\$756,439.89	\$756,439.89	\$349,716.67	\$352,505,44	75.83%
1131 - High School, 9-12 Total:	\$1,458,662.00	\$756,439.89	\$756,439.89	\$349,716.67	\$352,505.44	75.83%
1132 - High School Co-Curricular						
100 - General Fund	\$338,768.00	\$178,933.97	\$178,933.97	\$46,080.99	\$113,753,04	66.42%
1132 - High School Co-Curricular Total:	\$338,768.00	\$178,933.97	\$178,933,97	\$46.080.99	\$113 753 04	66 42%
1250 - Resource Room						0.25
100 - General Fund	\$9,000.00	\$8.31	\$8.31	\$204.10	\$8.787.59	2.36%
1250 - Resource Room Total:	\$9,000.00	\$8.31	\$8.31	\$204.10	\$8 787 59	7 36%
) }		2.30 %
100 - General Fund	\$35,829.00	\$15,629.31	\$15,629.31	\$77.00	\$20,122.69	43.84%
1271 - Remediation Total:	\$35,829.00	\$15,629.31	\$15,629.31	\$77.00	\$20.122.69	43.84%
2120 - Guidance Services						
100 - General Fund	\$1,300.00	\$73.35	\$73.35	\$0.00	\$1,226.65	5.64%
2120 - Guidance Services Total:	\$1,300.00	\$73.35	\$73.35	\$0.00	\$1,226.65	5.64%
2130 - Health Services						
100 - General Fund	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	%00.0
2130 - Health Services Total:	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	%000
2210 - Improvement of Instruction				•	•	
100 - General Fund	\$47,600.00	\$0.00	\$0.00	\$0.00	\$47,600,00	%00.0
2210 - Improvement of Instruction Total:	\$47,600.00	\$0.00	\$0.00	\$0.00	\$47,600,00	0.00%
2220 - Educational Media Services						
100 - General Fund	\$61,772.00	\$27,791.78	\$27,791.78	\$17,110.42	\$16,869.80	72.69%
2220 - Educational Media Services Total:	\$61,772.00	\$27,791.78	\$27,791.78	\$17,110.42	\$16,869.80	72.69%
2240 - Instructional Staff Development						

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General Ledger - General Fund Exp - GU		Fisc	Fiscal Year: 2022-2023	23 From Date:7/1/2022		To Date:4/13/2023
Account Mask: 100????????608???????	Account Type:	pe: EXPENDITURE	RE			
	Print accounts with zero balance	لسا	Include Inactive Accounts	ccounts	☐ Include PreEncumbrance	ncumbrance
FUNCTION / FUND	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
100 - General Fund	\$8,550.00	\$0.00	\$0.00	\$0.00	\$8,550.00	0.00%
2240 - Instructional Staff Development Total: 2410 - Principals	\$8,550.00	\$0.00	\$0.00	\$0.00	\$8,550.00	%00.0
100 - General Fund	\$315,661.00	\$277,200.51	\$277,200.51	\$77,232,07	(\$38.771.58)	112.28%
2410 - Principals Total:	\$315,661.00	\$277,200.51	\$277,200.51	\$77,232.07	(\$38,771.58)	112.28%
2540 - Operation/Maintenance of Plant						
100 - General Fund	\$577,824.00	\$317,379.70	\$317,379.70	\$93,894.93	\$166,549.37	71.18%
2540 - Operation/Maintenance of Plant Total:	\$577,824.00	\$317,379.70	\$317,379.70	\$93,894.93	\$166,549.37	71.18%
2550 - Student Transportation						
100 - General Fund	\$53,494.00	\$40,954.48	\$40,954.48	\$8,454.44	\$4,085.08	92.36%
2550 - Student Transportation Total:	\$53,494.00	\$40,954.48	\$40,954.48	\$8,454.44	\$4.085.08	92.36%
2555 - Extra Curricular Transportation						2
100 - General Fund	\$141,133.00	\$63,711.87	\$63,711.87	\$2,361.35	\$75,059.78	46.82%
2555 - Extra Curricular Transportation Total:	\$141,133.00	\$63,711.87	\$63,711,87	\$2,361,35	\$75,059.78	46 82%
2660 - Technology Services				Ī		2,100
100 - General Fund	\$35,530.00	\$12,602.12	\$12,602.12	\$4,749.80	\$18,178.08	48.84%
2660 - Technology Services Total:	\$35,530.00	\$12,602.12	\$12,602.12	\$4,749.80	\$18,178.08	48.84%
4155 - Building Improvements						
100 - General Fund	\$122,400.00	\$1,218.70	\$1,218.70	\$123,757.60	(\$2,576.30)	102.10%
4155 - Building Improvements Total: 5200 - Transfer of Funds	\$122,400.00	\$1,218.70	\$1,218.70	\$123,757.60	(\$2,576.30)	102.10%
100 - General Fund	\$35,000.00	\$35,000.00	\$35,000,00	\$0.00	\$0.00	100.00%
5200 - Transfer of Funds Total:	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	100.00%
Grand Total:	\$3,872,826.00	\$2,058,344.50	\$2,058,344.50	\$885,017.05	\$929,464.45	76.00%

End of Report

General Ledger - General Fund Exp - Humbolt		Fis	Fiscal Year: 2022-2023	23 From Date:7/1/2022		To Date:4/13/2023
Account Mask: 100???????110???????	Account Type:	rpe: EXPENDITURE	RE			
	Print accounts with zero balance	_	Include Inactive Accounts	ccounts	☐ Include PreEncumbrance	ncumbrance
FUNCTION / FUND	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
1111 - Primary, K-3						
100 - General Fund	\$2,068,455.00	\$1,044,174.16	\$1,044,174.16	\$485,171.75	\$539,109.09	73.94%
1111 - Primary, K-3 Total: 1250 - Resource Room	\$2,068,455.00	\$1,044,174.16	\$1,044,174.16	\$485,171.75	\$539,109.09	73.94%
100 - Janaral Filind						
	\$26,500.00	\$8,979.99	\$8,979.99	\$3,818.68	\$13,701.33	48.30%
1271 - Remediation	\$26,500.00	\$8,979.99	\$8,979.99	\$3,818.68	\$13,701.33	48.30%
100 - General Fund	\$20,800.00	\$22,549.41	\$22,549.41	\$0.00	(\$1,749.41)	108.41%
1271 - Remediation Total: 2130 - Health Services	\$20,800.00	\$22,549.41	\$22,549.41	\$0.00	(\$1,749.41)	108.41%
100 - General Fund	8400 00	6440 44	F440 44			
	\$400.00	\$140.11	\$140.11	\$0.00	\$259.89	32.03%
2130 - Improvement of Instruction	\$400.00	\$140.11	\$140.11	\$0.00	\$259.89	35.03%
100 - General Fund	\$66,215,00	\$61,580.73	\$61,580.73	\$0.00	\$4,634.27	93.00%
2210 - Improvement of Instruction Total:	\$66,215.00	\$61,580.73	\$61,580.73	\$0.00	\$4,634.27	93.00%
2220 - Educational Media Services				•		
100 - General Fund	\$37,638.00	\$16,496.48	\$16,496.48	\$7,681.07	\$13,460.45	64.24%
2220 - Educational Media Services Total:	\$37,638.00	\$16,496.48	\$16,496.48	\$7,681.07	\$13,460.45	64.24%
2240 - Instructional Staff Development						
100 - General Fund	\$3,700.00	\$0.00	\$0.00	\$0.00	\$3,700.00	0.00%
2240 - Instructional Staff Development Total:	\$3,700.00	\$0.00	\$0.00	\$0.00	\$3,700.00	0.00%
2410 - Principals						
100 - General Fund	\$240,164.00	\$198,579.31	\$198,579.31	\$49,513.78	(\$7,929.09)	103.30%
2410 - Principals Total:	\$240,164.00	\$198,579.31	\$198,579.31	\$49,513.78	(\$7,929.09)	103.30%
2540 - Operation/Maintenance of Plant						
100 - General Fund	\$336,401.00	\$189,266.38	\$189,266.38	\$43,740.32	\$103,394.30	69.26%
2540 - Operation/Maintenance of Plant Total:	\$336,401.00	\$189,266.38	\$189,266.38	\$43,740.32	\$103,394.30	69.26%
2550 - Student Transportation						
100 - General Fund	\$36,149.00	\$32,058.45	\$32,058.45	\$6,759.04	(\$2,668.49)	107.38%
2555 - Extra Curricular Transportation	\$36,149.00	\$32,058,45	\$32,058.45	\$6,759.04	(\$2,668.49)	107.38%
100 - General Fund	\$1,200.00	\$28.44	\$28.44	\$0.00	\$1,171.56	2.37%
2555 - Extra Curricular Transportation Total:	£4 200 00	COB 44	C20 44	9	G4 474 EG	707.0
2660 - Technology Services)))	tt.070	++.07¢	00.0¢	91,171,30	2.3170

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Grant School District #3

General Ledger - General Fund Exp - Humb	eral Fund Exp - Humbolt		Fisc	Fiscal Year: 2022-2023 From Date:7/1/2022	From Date:7/1,		To Date:4/13/2023
Account Mask: 100???????110???????	0???????	Account Ty	Account Type: EXPENDITURE	RE			
		☐ Print accounts with zero balance		☐ Include Inactive Accounts	ounts	Include PreEncumbrance	Encumbrance
FUNCTION / FUND		Adjusted Budget Range To Date	Range To Date	Year To Date	Encumbrance Budget Balance	3udget Balance	Percent Used
100 - General Fund		\$46,852.00	\$18,731.79	\$18,731.79	\$0.00	\$28,120.21	39.98%
	2660 - Technology Services Total:	\$46,852.00	\$18,731.79	\$18,731.79	\$0.00	\$28 120 21	79 08%
4155 - Building Improvements							
100 - General Fund	AND THE PROPERTY OF THE PROPER	\$16,500.00	\$351.74	\$351.74	\$0.00	\$16,148.26	2.13%
	4155 - Building Improvements Total:	\$16,500.00	\$351.74	\$351.74	\$0.00	\$16,148.26	2.13%
	Grand Total:	\$2,900,974.00	\$1,592,936.99	\$1,592,936.99	\$596,684.64	\$711,352.37	75.48%

End of Report

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0.00% 74.39% 0.00% 59.02% 17.06% 71.97% 0.00% 234.15% 234.15% 17.06% 89.22% 0.00% 59.02% 0.00% 89.22% 105.19% 71.97% Percent Used 105.19% ☐ Include PreEncumbrance To Date:4/13/2023 \$690.46 \$690.46 \$85,717.19 \$400.00 \$400.00 \$850.00 \$85,717.19 \$1,100.00 Encumbrance Budget Balance \$1,100.00 \$1,200.00 \$1,200.00 (\$10,463.36)(\$10,463.36)\$1,410.00 \$1,410.00 \$5,952.01 \$5,952.01 (\$296.76) (\$296.76)\$850.00 \$44,095.71 \$44,095.7 From Date:7/1/2022 \$0.00 \$585.00 \$0.00 \$0.00 \$585.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0,00 \$0.00 \$0.00 \$0.00 \$0.00 \$97,053.97 \$18,178.29 \$18,178.29 \$23,261.65 \$1,990.74 \$1,990.74 \$97,053.97 \$23,261,65 ☐ Include Inactive Accounts Fiscal Year: 2022-2023 Year To Date \$0.00 \$0.00 \$0.00 \$0.00 \$151,926.84 \$151,926.84 \$0.00 \$0.00 \$994.54 \$994.54 \$290.00 \$290.00 \$31,084.70 \$17,678.36 \$17,678.36 \$31,084.70 \$0.00 \$89,980.64 \$0.00 \$89,980.64 \$4,023.02 \$4,023.02 Account Type: EXPENDITURE Range To Date \$0.00 \$0.00 \$0.00 \$0.00 \$151,926.84 \$151,926.84 \$0.00 \$0.00 \$0.00 \$994.54 \$994.54 \$290.00 \$17,678.36 \$17,678.36 \$31,084.70 \$89,980.64 \$4,023.02 \$4,023.02 \$290.00 \$31,084.70 \$89,980,64 \$0.00 Print accounts with zero balance Adjusted Budget \$400.00 \$334,698.00 \$334,698.00 \$1,200.00 \$400.00 \$1,100.00 \$1,100.00 \$1,200.00 \$7,800.00 \$7,800.00 \$1,685.00 \$1,685.00 \$55,215.00 \$157,338.00 \$5,717.00 \$850.00 \$1,700.00 \$1,700.00 \$55,215.00 \$5,717.00 \$850.00 \$157,338.00 1111 - Primary, K-3 Total: 1250 - Resource Room Total: 1271 - Remediation Total: 2130 - Health Services Total: 2220 - Educational Media Services Total: 2540 - Operation/Maintenance of Plant Total: 2210 - Improvement of Instruction Total: 2240 - Instructional Staff Development Total 2410 - Principals Total 2550 - Student Transportation Total: 2555 - Extra Curricular Transportation Total: General Ledger - General Fund Exp - Seneca Account Mask: 100???????131??????? 2240 - Instructional Staff Development 2540 - Operation/Maintenance of Plant 2555 - Extra Curricular Transportation 2220 - Educational Media Services 2210 - Improvement of Instruction 100 - General Fund 2550 - Student Transportation 2660 - Technology Services 1250 - Resource Room 2130 - Health Services FUNCTION / FUND 1111 - Primary, K-3 1271 - Remediation 2410 - Principals

5/12

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General Ledger - Gene	General Ledger - General Fund Exp - Seneca		Fiso	Fiscal Year: 2022-2023 From Date:7/1/2022	From Date:7/1/202		To Date:4/13/2023
Account Mask: 100????????131???????	222222	Account Ty	Account Type: EXPENDITURE	RE			
		Print accounts with zero balance		☐ Include Inactive Accounts		☐ Include PreEncumbrance	ncumbrance
FUNCTION / FUND		Adjusted Budget Range To Date	Range To Date	Year To Date	Encumbrance Budget Balance	et Balance	Percent Used
100 - General Fund		\$11,000.00	\$1,097.42	\$1,097.42	\$0.00	\$9,902.58	9.98%
	2660 - Technology Services Total:	\$11,000.00	\$1,097.42	\$1,097.42	\$0.00	\$9.902.58	998%
4155 - Building Improvements				·			
100 - General Fund		\$4,020.00	\$0.00	\$0.00	\$0.00	\$4,020.00	0.00%
	4155 - Building Improvements Total:	\$4,020.00	\$0.00	\$0.00	\$0.00	\$4,020.00	0.00%
	Grand Total:	\$582,723.00	\$297,075.52	\$297,075.52	\$141,069.65	\$144,577.83	75.19%

End of Report

30.79% 70.12% 50.00% 4.38% 30.79% 70.12% 0.00% 108.69% 90.10% 69.59% 69.59% 4.38% 108.69% 17.05% 90.10% 17.05% Percent Used Include PreEncumbrance To Date:4/13/2023 \$3,483.09 \$1,384.16 \$1,384.16 \$7,000.00 \$7,000.00 \$368,245.11 \$3,483.09 \$80,000.00 \$80,000.00 (\$15,038.91)(\$15,038.91)\$25,800.00 \$25,800.00 \$788.00 \$788.00 \$8,222,90 \$8,222.90 Encumbrance Budget Balance \$368,245.11 \$8,139.91 \$78,593.31 \$8,139,91 \$78,593.31 From Date:7/1/2022 \$23.00 \$0.00 \$0.00 \$0.00 \$23.00 \$280,105.72 \$0.00 \$35,573.06 \$0.00 \$0.00 \$0.00 \$0.00 \$1,457.05 \$0.00 \$0.00 \$280,105.72 \$1,166.41 \$35,573.06 \$1,166.41 \$1,457.05 \$34,316.24 \$34,316.24 Include Inactive Accounts Fiscal Year: 2022-2023 Year To Date \$377.10 \$377.10 \$0.00 \$0.00 \$0.00 \$592.84 \$0.00 \$152,466.85 \$0.00 \$162.00 \$2,316.50 \$0.00 \$162.00 \$145,530.45 \$145,530.45 \$584,047.17 \$2,316.50 \$152,466.85 \$72,653.04 \$592.84 \$584,047.17 \$72,653.04 Account Type: EXPENDITURE Range To Date \$0.00 \$377.10 \$377.10 \$0.00 \$592.84 \$592.84 \$152,466.85 \$0.00 \$2,316.50 \$0.00 \$152,466.85 \$0.00 \$145,530.45 \$145,530.45 \$584,047.17 \$584,047.17 \$2,316.50 \$162.00 \$162.00 \$72,653.04 \$72,653.04 ☐ Print accounts with zero balance Adjusted Budget \$7,000.00 \$2,000.00 \$1,232,398.00 \$1,232,398.00 \$6,966.00 \$173,001.00 \$173,001.00 \$25,800.00 \$950.00 \$950.00 \$82,250.00 \$258,440.00 \$8,600.00 \$8,600.00 \$7,000.00 \$2,000.00 \$6,966.00 \$80,000.00 \$80,000,00 \$25,800.00 \$82,250.00 \$258,440.00 1210 - Talented And Gifted Total: 1250 - Resource Room Total: 1291 - Title III Total: 2115 - Undesignated Total: 2410 - Principals Total: 1140 - Pre-Kindergarten Total: 2310 - District Board Total: 2190 - Special Ed Director Total: 2210 - Improvement of Instruction Total: 2240 - Instructional Staff Development Total: 2320 - Superintendent Total: General Ledger - General Fund Exp - District Account Mask: 100???????995??????? 2240 - Instructional Staff Development 2210 - Improvement of Instruction 100 - General Fund 1210 - Talented And Gifted 2190 - Special Ed Director 1140 - Pre-Kindergarten 1250 - Resource Room 2320 - Superintendent 2520 - Fiscal Services 2115 - Undesignated 2310 - District Board Printed: 04/13/2023 **FUNCTION / FUND** 2410 - Principals 1291 - Title III

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Account Mask: 10077777779587777777	General Ledger - General Fund Exp - District		Fisc	Fiscal Year: 2022-2023	23 From Date:7/1/2022		To Date:4/13/2023
Print accounts with zero balance	Account Mask: 100????????995??????	Account Ty		₹E			
S200 - Fiscal Services Total: \$40,956.00 \$210,772.82 \$210,772.82 \$40,355.90 \$14,764.72 \$120,772.82 \$210,772.82 \$40,355.90 \$14,764.72 \$122,400.00 \$210,772.82 \$210,772.82 \$40,355.90 \$14,764.72 \$122,400.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,282 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,282 \$17,465.00 \$17,469.402.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,465.00 \$17,469.402.00		it accounts with zero	Ц	Include Inactive A	ccounts	☐ Include PreE	ncumbrance
2529 - Fiscal Services Total: \$238,384,00 \$210,772.82 \$210,772.82 \$40,355.90 \$(\$14,764,72) \$1 2529 - Fiscal Services Total: \$238,384.00 \$210,772.82 \$210,772.82 \$40,355.90 \$(\$14,764,72) \$1 2529 - Insurance Total: \$222,400.00 \$17,465.00 \$17,465.00 \$0.00 \$4,935.00 2529 - Unemployment Total: \$222,400.00 \$17,465.00 \$0.00 \$4,930.00 \$493,100.00 \$300.00 \$300.00 \$0.00 \$48,900.00 \$525, - Unemployment Total: \$625,627.00 \$500.00 \$50.00 \$48,900.00 \$635, - Unemployment Total: \$636,000 \$50.00 \$49,300.00 \$50.00 \$49,300.00 \$645 - Asbestos Abatement Total: \$68,300.00 \$50	FUNCTION / FUND	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
### 2520 - Fiscal Services Total: \$236,364,00 \$210,772.82 \$210,772.82 \$40,355.90 \$44,764.72] #### 2522 - Fiscal Services Total: \$222,400.00 \$17,465.00 \$1		\$236,364.00	\$210,772.82	\$210,772.82	\$40,355.90	(\$14,764.72)	106.25%
2528 - Insurance Total: \$22,400.00 \$17,465.00 \$17,465.00 \$0.00 \$4,935.00 2529 - Unemployment Total: \$49,100.00 \$300.00 \$300.00 \$4,935.00 \$4,935.00 2529 - Unemployment Total: \$49,100.00 \$300.00 \$300.00 \$60.00 \$48,800.00 2529 - Unemployment Total: \$63,627.00 \$34,037.56 \$84,037.56 \$84,037.56 \$84,037.56 \$84,037.76 \$655,627.00 \$20,000 \$0.00 \$0.00 \$0.00 \$26,300.00 \$26,300.00 \$45 - Asbestos Abatement Total: \$26,300.00 \$0.00 \$0.00 \$0.00 \$26,000.00 <t< td=""><td>2520 - Fiscal Service</td><td>\$236,364.00</td><td>\$210,772.82</td><td>\$210,772.82</td><td>\$40,355.90</td><td>(\$14,764.72)</td><td>106.25%</td></t<>	2520 - Fiscal Service	\$236,364.00	\$210,772.82	\$210,772.82	\$40,355.90	(\$14,764.72)	106.25%
## S22 - Insurance Total: \$22,400.00 \$17,465.00 \$670.00 \$4,935.00	2528 - Insurance						
2528 - Insurance Total: \$22,400.00 \$17,465.00 \$17,465.00 \$0.00 \$4,335.00 2529 - Unemployment Total: \$49,100.00 \$300.00 \$300.00 \$6.00 \$48,800.00 2529 - Unemployment Total: \$49,100.00 \$300.00 \$300.00 \$6.00 \$48,800.00 2529 - Unemployment Total: \$635,627.00 \$804,037.56 \$84,037.56 \$8,319.25 \$543,270.19 3636,507.00 \$804,037.56 \$84,037.56 \$83,19.25 \$543,270.19 3636,507.00 \$0.00 \$0.00 \$0.00 \$5.00 \$0.00 \$2.00 \$2.00.00 3636,007.00 \$0.00 \$		\$22,400.00	\$17,465.00	\$17,465.00	\$0.00	\$4,935.00	77.97%
\$300.00 \$300.00 \$50.00 \$48.800.00 \$2529 - Unemployment Total: \$49,100.00 \$300.00 \$500.00 \$48.800.00 \$499,100.00 \$300.00 \$300.00 \$0.00 \$48.800.00 \$490,100.00 \$84,037.56 \$84,037.56 \$83,319.25 \$543,270.19 \$481,037.56 \$84,037.56 \$84,037.56 \$8,319.25 \$543,270.19 \$481,037.50 \$84,037.56 \$84,037.56 \$8,319.25 \$543,270.19 \$481,627.00 \$60.00 \$60.00 \$50.00 \$50.00 \$26,300.00 \$443,624.07 \$443,624.07 \$844,141.29 \$306,891.64 \$443,624.07 \$443,624.07 \$844,624.07 \$881,141.29 \$306,891.64 \$443,624.07 \$443,624.07 \$881,412.9 \$306,891.64 \$443,624.07 \$443,624.07 \$881,412.9 \$306,891.64 \$443,624.07 \$443,624.07 \$881,412.9 \$306,891.64 \$443,624.07 \$443,624.07 \$881,412.9 \$306,891.64 \$443,624.07 \$443,624.07 \$881,412.9 \$306,891.64 \$443,624.07 \$443,624.07 \$881,412.9 \$306,891.64 \$443,624.07 \$443,624.07 \$881,412.9 \$306,891.64 \$443,624.07 \$443,624.07 \$891.41.29 \$306,891.64 \$443,624.07 \$443,624.07 \$891.41.29 \$306,891.64 \$443,624.07 \$414,822.74 \$11,829.		\$22,400.00	\$17,465.00	\$17,465.00	\$0.00	\$4,935.00	77.97%
2629 - Unemployment Total: \$49,100.00 \$300.00 \$300.00 \$46,800.00 atlon/Maintenance of Plant Total: \$635,627.00 \$84,037.56 \$84,037.56 \$84,137.019 545 - Asbestos Abatement Total: \$635,627.00 \$84,037.56 \$84,037.56 \$8,319.25 \$543,270.19 545 - Asbestos Abatement Total: \$26,300.00 \$0.00 \$0.00 \$26,300.00 \$26,300.00 545 - Asbestos Abatement Total: \$26,300.00 \$0.00 \$0.00 \$26,300.00 \$26,300.00 545 - Asbestos Abatement Total: \$26,300.00 \$0.00 \$6.00 \$26,300.00		\$49,100.00	\$300.00	\$300.00	\$0.00	\$48,800,00	0.61%
### Se35,627.00	2529 - Unemployme	\$49,100.00	\$300.00	\$300.00	\$0.00	\$48,800.00	0.61%
### \$635,627.00 ### \$64,037.56 ### \$64,037.50 ### \$64,037.71 ### \$65,000 ### \$	2540 - Operation/Maintenance of Plant						
### Section/Maintenance of Plant Total: \$585,627.00 \$84,037.56 \$84,037.56 \$8,319.25 \$543,270.19 \$26,300.00 \$0.00 \$0.00 \$0.00 \$26,300.00 \$45.00 \$0.00 \$26,300.00 \$443,624.07 \$443,624.07 \$8441.29 \$306,891.64 ### O - Student Transportation Total: \$848,657.00 \$443,624.07 \$443,624.07 \$881,141.29 \$306,891.64 ### O - Student Transportation Total: \$890.00 \$262.29 \$262.29 \$0.00 \$537.71 ### Courricular Transportation Total: \$800.00 \$222.29 \$262.29 \$0.00 \$527.70 ### Courricular Transportation Total: \$800.00 \$330,045.19 \$33,045.19 \$14,578.00 \$52,109.81 ### Education Transportation Total: \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 ### Sec. 333,045.19 \$33,045.19 \$14,578.00 \$11,000.00 ### Sec. 333,045.19 \$33,045.19 \$11,000.00 ### Sec. 333,045.19 \$33,045.19 \$14,578.00 \$11,000.00 ### Sec. 333,045.19 \$33,045.19 \$14,578.00 \$11,000.00 ### Sec. 333,045.19 \$33,045.19 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.74 \$11,629.77 \$1,096,935.61 ### Sec. 334,041,871,00 \$1,759,442.62 \$1,759,452.77 \$1,759,452.77 \$1,759,452.55 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,452.77 \$1,759,4	100 - General Fund	\$635,627.00	\$84,037.56	\$84,037.56	\$8,319.25	\$543,270.19	14.53%
\$26,300.00 \$0.00 \$0.00 \$26,300.00 \$45. Asbestos Abatement Total: \$26,300.00 \$0.00 \$0.00 \$0.00 \$26,300.00 \$545 - Asbestos Abatement Total: \$26,300.00 \$0.00 \$0.00 \$0.00 \$26,300.00 \$5443,624.07 \$443,624.07 \$443,624.07 \$98,141.29 \$306,891.64 \$5800.00 \$443,624.07 \$443,624.07 \$98,141.29 \$306,891.64 Curricular Transportation Total: \$900.00 \$262.29 \$262.29 \$0.00 \$837.71 \$569,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$52,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$11,000.00 \$0 - Program Development Total: \$69,733.00 \$11,829.74 \$11,829.74 \$11,829.74 \$11,000.00 \$0 - Technology Services Total: \$62,934.00 \$11,829.74 \$11,829.74 \$28,583.15 \$99,687.41 \$4,341,451.00 \$0.00 \$0.00 \$0.00 \$0.00 \$481,451.00 \$4,341,871.00 \$1,759,482.62 \$485,452.77 \$2,096,935.61	2540 - Operation/Maintenance of Plant Total:	\$635,627.00	\$84,037.56	\$84,037.56	\$8,319.25	\$543,270.19	14.53%
\$26.300.00 \$0.00 \$0.00 \$0.00 \$26.300.00 \$45. Asbestos Abatement Total: \$26,300.00 \$0.00 \$0.00 \$0.00 \$26,300.00 \$0.00 \$0.00 \$0.00 \$26,300.00 \$0.00 \$0.00 \$0.00 \$26,300.00 \$0.00 \$0.00 \$0.00 \$26,300.00 \$0.00 \$143,624.07 \$443,624.07 \$98,141.29 \$306,891.64 Curricular Transportation Total: \$846,657.00 \$262.29 \$262.29 \$0.00 \$837,71 Education Transportation Total: \$890.00 \$262.29 \$262.29 \$0.00 \$837,71 Education Transportation Total: \$89,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109,81 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0	2545 - Asbestos Abatement	V					
545 - Asbestos Abatement Total: \$26,300.00 \$0.00 \$0.00 \$26,300.00 545 - Asbestos Abatement Total: \$848,657.00 \$443,624.07 \$443,624.07 \$98,141.29 \$306,891.64 0 - Student Transportation Total: \$848,657.00 \$443,624.07 \$443,624.07 \$98,141.29 \$306,891.64 Curricular Transportation Total: \$890,00 \$262.29 \$262.29 \$0.00 \$837.71 Curricular Transportation Total: \$69,733.00 \$230,045.19 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$34,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$30,00 \$0.00 \$10,000.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$10,000.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$60 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 \$1,828,83.15 \$99,887.41 \$200 - Transfer of Funds Total: \$481,451.00 \$0.00 \$0.00 \$481,451.00 \$20	100 - General Fund	\$26,300.00	\$0.00	\$0.00	\$0.00	\$26,300,00	0.00%
\$848,657.00 \$443,624.07 \$443,624.07 \$98,141.29 \$306,891.64 0 - Student Transportation Total: \$848,657.00 \$443,624.07 \$443,624.07 \$98,141.29 \$306,891.64 S900.00 \$262.29 \$262.29 \$0.00 \$637.71 Curricular Transportation Total: \$900.00 \$22.29 \$0.00 \$637.71 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$20.00 \$11,000.00 20 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 \$5200 - Transfer of Funds Total: \$481,451.00 \$0.00 \$0.00 \$481,451.00 Grand Total: \$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 \$1,759,482.62 \$1,759,482.62 \$1,759,482.62 \$1,759,482.77 \$2,096,935.61	2545 - Asbestos Abatement Total:	\$26,300.00	\$0.00	\$0.00	\$0.00	\$26,300.00	0.00%
869, 557.00 \$443,624.07 \$98,141.29 \$306,891.64 0 - Student Transportation Total: \$848,657.00 \$443,624.07 \$443,624.07 \$98,141.29 \$306,891.64 Curricular Transportation Total: \$900.00 \$262.29 \$262.29 \$0.00 \$637.71 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$30,00 \$0.00 \$0.00 \$11,000.00 20 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$60 - Technology Services Total: \$62,934.00 \$11,829.74 \$11,829.74 \$0.00 \$0.00 \$481,451.00 \$5200 - Transfer of Funds Total: \$4,941,671.00 \$1,759,482.62 \$1,759,482.62 \$1,759,482.62 \$1,759,482.77 \$2096,935.61 <td>2550 - Student Transportation</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	2550 - Student Transportation						
Curricular Transportation Total: \$848,657.00 \$443,624.07 \$443,624.07 \$98,141.29 \$306,891.64 Curricular Transportation Total: \$900.00 \$262.29 \$0.00 \$637.71 Education Transportation Total: \$68,733.00 \$33,045.19 \$14,578.00 \$637.71 Education Transportation Total: \$69,733.00 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$11,000.00 \$0.00 \$0.00 \$11,000.00 20 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$60 - Technology Services Total: \$62,934.00 \$11,829.74 \$11,829.74 \$11,829.74 \$99,687.41 \$60 - Technology Services Total: \$62,934.00 \$1,829.74 \$11,829.74 \$1481,451.00 \$200 - Transfer of Funds Total: \$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 \$200 - Transfer of Funds Total: \$481,451.00 \$1,759,482.62 \$1,759,482.62 \$1,759,482.62 \$1,759,48		\$848,657.00	\$443,624.07	\$443,624.07	\$98,141.29	\$306,891.64	63.84%
Courricular Transportation Total: \$990,00 \$262.29 \$262.29 \$0.00 \$637.71 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$637.71 Education Transportation Total: \$69,733.00 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0. Program Development Total: \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$0. Program Development Total: \$11,829.74 \$11,829.74 \$11,829.74 \$10,000.00 \$0.00	550 - Student Transportatio	\$848,657.00	\$443,624.07	\$443,624.07	\$98,141.29	\$306,891.64	63.84%
\$900.00 \$262.29 \$262.29 \$0.00 \$637.71 \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$52,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$14,578.00 \$22,109.81 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$11,000.00 \$11,829.74 \$11,829.74 \$28,583.15 \$99,687.41 \$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 \$200 Transfer of Funds Total: \$431,871.00 \$1,759,482.62 \$1,759,482.62 \$1,759,482.67 \$2,096,935.61	2555 - Extra Curricular Transportation						
Education Total: \$900.00 \$262.29 \$262.29 \$0.00 \$637.71 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 20 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$60 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 \$11,829.74 \$99,687.41	100 - General Fund	\$900,00	\$262.29	\$262.29	\$0.00	\$637.71	29.14%
Education Transportation Total: \$69,733.00 \$33,045.19 \$14,578.00 \$22,109.81 Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 20 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$11,000.00 \$11,000.00 \$60 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 \$28,583.15 \$99,687.41 \$481,451.00 \$0.00 \$0.00 \$0.00 \$0.00 \$481,451.00 \$200 - Transfer of Funds Total: \$4,341,871.00 \$1,759,482.62 \$1,759,482.62 \$485,452.77 \$2,096,935.61	2555 - Extra Curricular Transportation Total:	\$900.00	\$262.29	\$262.29	\$0.00	\$637.71	29.14%
8 - Special Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 1 2620 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 2660 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 \$78,583.15 \$99,687.41 2660 - Transfer of Funds Total: \$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 5200 - Transfer of Funds Total: \$481,451.00 \$1,759,482.62 \$485,422.77 \$2,096,935.61	2558 - Special Education Transportation						
8 - Special Education Transportation Total: \$69,733.00 \$33,045.19 \$33,045.19 \$14,578.00 \$22,109.81 1 2620 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 1 \$62,934.00 \$11,829.74 \$11,829.74 \$28,583.15 \$99,687.41 2660 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 \$28,583.15 \$99,687.41 1 \$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 2500 - Transfer of Funds Total: \$4,341,451.00 \$1,759,482.62 \$2,000 \$2000 <	100 - General Fund	\$69,733.00	\$33,045.19	\$33,045.19	\$14,578.00	\$22,109.81	68.29%
1 2620 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 2620 - Program Development Total: \$11,000.00 \$0.00 \$11,000.00 1 2660 - Technology Services Total: \$82,934.00 \$11,829.74	2558 - Special Education Transportation Total:	\$69,733.00	\$33,045.19	\$33,045.19	\$14,578.00	\$22,109.81	68.29%
2620 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 2620 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$11,000.00 2620 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 \$128,583.15 \$99,687.41 2660 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 \$14,829.74 \$28,583.15 \$99,687.41 10 5260 - Technology Services Total: \$481,451.00 \$0.00 \$0.00 \$481,451.00 5200 - Transfer of Funds Total: \$481,451.00 \$0.00 \$0.00 \$481,451.00 Grand Total: \$4,341,871.00 \$1,759,482.62 \$485,452.77 \$2,096,935.61	2620 - Program Development						
2620 - Program Development Total: \$11,000.00 \$0.00 \$0.00 \$0.00 \$11,000.00 36.00 \$11,000.00 \$11,829.74 \$11,829.74 \$128,583.15 \$99,687.41 2660 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 \$13,829.74 \$99,687.41 10 5260 - Technology Services Total: \$481,451.00 \$0.00 \$0.00 \$481,451.00 5200 - Transfer of Funds Total: \$481,451.00 \$1,759,482.62 \$1,759,482.62 \$485,422.77 \$2,096,935.61	100 - General Fund	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	%00.0
nd 2660 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 (\$28,583.15) \$99,687.41 2660 - Technology Services Total: \$82,934.00 \$11,829.74 (\$28,583.15) \$99,687.41 nd \$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 5200 - Transfer of Funds Total: \$481,451.00 \$1,759,482.62 \$1,759,482.62 \$485,452.77 \$2,096,935.61	2620 - Program Development Total:	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0.00%
Fund 2660 - Technology Services Total: \$82,934.00 \$11,829.74 \$11,829.74 (\$28,583.15) \$99,687.41 2660 - Technology Services Total: \$82,934.00 \$11,829.74 (\$28,583.15) \$99,687.41 Fund 5200 - Transfer of Funds Total: \$481,451.00 \$0.00 \$0.00 \$481,451.00 Grand Total: \$4,341,871.00 \$1,759,482.62 \$1,759,482.62 \$485,452.77 \$2,096,935.61	2660 - Technology Services						
2660 - Technology Services Total: \$62,934.00 \$11,829.74 \$11,829.74 (\$28,583.15) \$99,687.41 - Fund \$481,451.00 \$0.00 \$0.00 \$481,451.00 5200 - Transfer of Funds Total: \$481,451.00 \$1,759,482.62 \$1,759,482.62 \$485,452.77 \$2,096,935.61		\$82,934.00	\$11,829.74	\$11,829.74	(\$28,583.15)	\$99,687.41	-20.20%
Fund \$0.00 \$0.00 \$0.00 \$0.00 \$481,451.00 \$0.00 \$0.00 \$481,451.00 \$1.759,482.62 \$1,759,482.62 \$485,452.77 \$2,096,935.61	2660 - Technology Services Total:	\$82,934.00	\$11,829.74	\$11,829.74	(\$28,583.15)	\$99,687.41	-20.20%
\$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 \$5200 Transfer of Funds Total: \$481,451.00 \$0.00 \$0.00 \$481,451.00 \$1,759,482.62 \$485,452.77 \$2,096,935.61	5200 - Transfer of Funds						
s Total: \$481,451.00 \$0.00 \$0.00 \$0.00 \$481,451.00 : 50.00 \$485,452.77 \$2,096,935.61 :		\$481,451.00	\$0.00	\$0.00	\$0.00	\$481,451.00	%00.0
: \$4,341,871.00 \$1,759,482.62 \$1,759,482.62 \$485,452.77 \$2,096,935.61	5200 - Transfer of Funds Total:	\$481,451.00	\$0.00	\$0.00	\$0.00	\$481,451.00	0.00%
	Grand Total:	\$4,341,871.00	\$1,759,482.62	\$1,759,482.62	\$485,452.77	\$2,096,935.61	51.70%

End of Report

Page: 0,5 2

Report: rptOnDemandElementsRpt

General Ledger - General Fund Exp - All	al Fund Exp - All Locations		Fis	Fiscal Year: 2022-2023	23 From Date:7/1/2022		To Date:4/13/2023
Account Mask: 100????????????????	??????	Account Type:	pe: EXPENDITURE	. YE			
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FUNCTION / FUND		Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
1111 - Primary, K-3							
100 - General Fund		\$2,403,153.00	\$1,212,711.83	\$1,212,711.83	\$582,225.72	\$608,215.45	74.69%
1121 - Middle/Ir High 6-8	1111 - Primary, K-3 Total:	\$2,403,153.00	\$1,212,711.83	\$1,212,711.83	\$582,225.72	\$608,215.45	74.69%
100 - General Flind		8565 700 00	00712	01 110 1100			
nin alleian alle		\$565,708.00	\$279,897.72	\$275,857.72	\$157,595.02	\$132,255.26	76.62%
1122 - Middle Jr-Hi Co-Curricular	1121 - Middle/Jr High, 6-8 Total:	\$565,708.00	\$275,857.72	\$275,857.72	\$157,595.02	\$132,255.26	76.62%
100 - General Fund		\$64,195.00	\$38,931,96	\$38,931.96	\$3,782.66	\$21,480.38	66.54%
112	1122 - Middle Jr-Hi Co-Curricular Total:	\$64,195.00	\$38,931,96	\$38,931.96	\$3,782.66	\$21,480.38	66.54%
1131 - High School, 9-12							
100 - General Fund		\$1,458,662.00	\$756,439.89	\$756,439.89	\$349,716.67	\$352,505.44	75.83%
1132 - High School Co-Curricular	1131 - High School, 9-12 Total:	\$1,458,662.00	\$756,439.89	\$756,439.89	\$349,716.67	\$352,505.44	75.83%
100 - General Fund		\$338,768.00	\$178,933.97	\$178,933.97	\$46,080,99	\$113.753.04	66.42%
113	1132 - High School Co-Curricular Total:	\$338 768 00	£178 933 97	\$178 933 97	\$48 080 00	£113 753 04	AC 450/
1140 - Pre-Kindergarten))	÷	8/ 74:00
100 - General Fund		\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	00:00
1210 - Talented And Gifted	1140 - Pre-Kindergarten Total:	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0.00%
100 - General Fund		\$2,000,00	\$500 BA	0E02 84	622 00	64 204 46	/00F 00
		000000	4002.0	10.200	00.020	01.4004.10	30.73%
1250 - Resource Room	izio - i alented And Girted i otal:	\$2,000.00	\$592.84	\$592.84	\$23.00	\$1,384.16	30.79%
100 - General Fund		\$1,268,998.00	\$593.035.47	\$593.035.47	\$284,128,50	\$391.834.03	69 12%
	1250 - Resource Room Total:	\$1,268,998.00	\$593,035,47	\$593,035.47	\$284,128,50	\$391,834.03	69.12%
1271 - Remediation							
100 - General Fund	and the second s	\$57,829.00	\$38,178.72	\$38,178.72	\$77.00	\$19,573.28	66.15%
1291 - Title III	1271 - Remediation Total:	\$57,829.00	\$38,178.72	\$38,178.72	\$77.00	\$19,573.28	66.15%
100 - General Fund		\$6,966.00	\$2,316.50	\$2,316.50	\$1,166.41	\$3,483.09	50.00%
2115 - Undesignated	1291 - Title III Total:	\$6,966.00	\$2,316.50	\$2,316.50	\$1,166.41	\$3,483.09	20.00%
100 - General Fund		\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	0.00%
	2115 - Undesignated Total:	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000,00	<u>%00'0</u>
2120 - Guidance Services							
Printed: 04/13/2023 1:50:32 PM	Report: rptOnDemandElementsRpt	Rpt	2022.3.21	3.21		Page:	le: // / / 1

General Ledger - General Fund Exp - All Lo	Fund Exp - All Locations		Fisc	Fiscal Year: 2022-2023	23 From Date:7/1/2022		To Date:4/13/2023
Account Mask: 100????????????????		Account Type:	pe: EXPENDITURE	Щ			
	Prin Prin	Print accounts with zero balance	_	☐ Include Inactive Accounts	ccounts	Include PreEncumbrance	Encumbrance
FUNCTION / FUND		Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
100 - General Fund	A CONTRACT OF THE PROPERTY OF	\$1,300.00	\$73.35	\$73,35	\$0.00	\$1,226.65	5.64%
	2120 - Guidance Services Total:	\$1,300.00	\$73.35	\$73.35	\$0.00	\$1,226.65	5.64%
2130 - Health Services							
100 - General Fund		\$1,200.00	\$140.11	\$140.11	\$0.00	\$1,059.89	11.68%
	2130 - Health Services Total:	\$1,200.00	\$140.11	\$140.11	\$0.00	\$1,059.89	11.68%
2190 - Special Ed Director							
100 - General Fund		\$173,001.00	\$152,466.85	\$152,466.85	\$35,573.06	(\$15,038.91)	108.69%
	2190 - Special Ed Director Total:	\$173,001.00	\$152,466.85	\$152,466.85	\$35,573.06	(\$15,038.91)	108.69%
2210 - Improvement of Instruction							
100 - General Fund		\$147,415.00	\$79,259.09	\$79,259.09	\$585.00	\$67,570.91	54.16%
2210 - 1	2210 - Improvement of Instruction Total:	\$147,415.00	\$79,259.09	\$79,259.09	\$585.00	\$67,570.91	54.16%
2220 - Educational Media Services							
100 - General Fund		\$101,095.00	\$45,282.80	\$45,282.80	\$24,791.49	\$31,020.71	69.32%
2220 - E	2220 - Educational Media Services Total:	\$101,095.00	\$45,282.80	\$45,282.80	\$24,791.49	\$31,020.71	69.32%
2240 - Instructional Staff Development							
100 - General Fund		\$14,900.00	\$452.00	\$452.00	\$0.00	\$14,448.00	3.03%
2240 - Instri	2240 - Instructional Staff Development Total:	\$14,900.00	\$452.00	\$452.00	\$0.00	\$14,448.00	3.03%
2310 - District Board							
100 - General Fund		\$82,250.00	\$72,653.04	\$72,653.04	\$1,457.05	\$8,139.91	90.10%
	2310 - District Board Total:	\$82,250,00	\$72,653.04	\$72,653.04	\$1,457.05	\$8,139.91	90.10%
2320 - Superintendent							
100 - General Fund	emmentalet. Ged brevenmentenet beste begres Large han bytelle bestellt best	\$258,440.00	\$145,530.45	\$145,530.45	\$34,316.24	\$78,593.31	%65.69
	2320 - Superintendent Total:	\$258,440.00	\$145,530.45	\$145,530.45	\$34,316.24	\$78,593.31	69.59%
2410 - Principals							
100 - General Fund		\$619,640.00	\$507,241.62	\$507,241.62	\$144,924.14	(\$32,525.76)	105.25%
	2410 - Principals Total:	\$619,640.00	\$507,241.62	\$507,241.62	\$144,924.14	(\$32,525.76)	105.25%
2520 - Fiscal Services							
100 - General Fund	animininto, Crimininum serial desemble de la companya de la companya de la companya de la companya de la compa	\$236,364.00	\$210,772.82	\$210,772.82	\$40,355.90	(\$14,764.72)	106.25%
	2520 - Fiscal Services Total:	\$236,364.00	\$210,772.82	\$210,772.82	\$40,355.90	(\$14,764.72)	106.25%
2528 - Insurance							
100 - General Fund		\$22,400.00	\$17,465.00	\$17,465.00	\$0.00	\$4,935.00	%16.77
	2528 - Insurance Total:	\$22,400.00	\$17,465.00	\$17,465.00	\$0.00	\$4,935.00	77.97%
2529 - Unemployment							
100 - General Fund	mendy's proceedable one hance successors acts to extra state of ATTACOMMENTAL LABORINGS of ATTACOMMENT OF ATTAC	\$49,100.00	\$300.00	\$300.00	\$0.00	\$48,800.00	0.61%
	2529 - Unemployment Total:	\$49,100.00	\$300,00	\$300.00	\$0.00	\$48,800.00	0.61%
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General Ledger - General Fund Exp - All Locations		Fisc	Fiscal Year: 2022-2023	23 From Date:7/1/2022		To Date:4/13/2023	
Account Mask: 100???????????????	Account Type:	e: EXPENDITURE	щ				
□ Print	Print accounts with zero balance	_	Include Inactive Accounts	ccounts	Include PreEncumbrance	Encumbrance	
FUNCTION / FUND	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used	
2540 - Operation/Maintenance of Plant							
100 - General Fund	\$1,787,819.00	\$706,115.31	\$706,115.31	\$177,437.28	\$904,266.41	49.42%	
2540 - Operation/Maintenance of Plant Total:	\$1,787,819.00	\$706,115.31	\$706,115.31	\$177,437.28	\$904,266.41	49.42%	
2545 - Asbestos Abatement				•			
100 - General Fund	\$26,300.00	\$0.00	\$0.00	\$0.00	\$26,300.00	0.00%	
2545 - Asbestos Abatement Total:	\$26,300.00	\$0.00	\$0.00	\$0.00	\$26,300.00	0.00%	
2550 - Student Transportation			i gr				
100 - General Fund	\$981,117.00	\$530,333.76	\$530,333.76	\$118,626.49	\$332,156.75	66.15%	
2550 - Student Transportation Total:	\$981,117.00	\$530,333.76	\$530,333.76	\$118,626.49	\$332,156.75	66.15%	
2555 - Extra Curricular Transportation							
100 - General Fund	\$144,083.00	\$64,002.60	\$64,002.60	\$2,361.35	\$77,719.05	46.06%	
2555 - Extra Curricular Transportation Total:	\$144,083.00	\$64,002.60	\$64,002.60	\$2,361.35	\$77,719.05	46.06%	
2558 - Special Education Transportation							
100 - General Fund	\$69,733.00	\$33,045.19	\$33,045.19	\$14,578.00	\$22,109.81	68.29%	
2558 - Special Education Transportation Total:	\$69,733.00	\$33,045.19	\$33,045.19	\$14,578.00	\$22,109.81	68.29%	
2620 - Program Development							
100 - General Fund	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0.00%	
2620 - Program Development Total:	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0.00%	
2660 - Technology Services							
100 - General Fund	\$176,316.00	\$44,261.07	\$44,261.07	(\$23,833,35)	\$155,888.28	11.59%	
2660 - Technology Services Total:	\$176,316.00	\$44,261.07	\$44,261.07	(\$23,833.35)	\$155,888.28	11.59%	
4120 - Site Acquisition & Development							
100 - General Fund	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%	
4120 - Site Acquisition & Development Total:	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%	
4155 - Building Improvements							~
100 - General Fund	\$142,920.00	\$1,570.44	\$1,570.44	\$123,757.60	. \$17,591.96	87.69%	
4155 - Building Improvements Total:	\$142,920.00	\$1,570.44	\$1,570.44	\$123,757.60	\$17,591.96	87.69%	-
5200 - Transfer of Funds							/
100 - General Fund	\$516,451.00	\$35,000.00	\$35,000.00	\$0.00	\$481,451.00	6.78%	
5200 - Transfer of Funds Total:	\$516,451.00	\$35,000.00	\$35,000.00	\$0.00	\$481,451.00	6.78%	
6110 - Planned Reserve							
100 - General Fund	\$430,000.00	\$0.00	\$0.00	\$0.00	\$430,000.00	%00.0	
6110 - Planned Reserve Total:	\$430,000.00	\$0.00	\$0.00	\$0.00	\$430,000.00	0.00%	

11/12

12/12

Grant School District #3

End of Report

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GRANT SD NO. 3 - END-OF-MONTH ENROLLMENT TRENDS

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1 | Enrollment 03/31/2023/jm

Memorandum of Understanding

Between

Grant School District #3

And

Oregon Schools Employee Association

Classified Union Recommendations:

- 1. IPM Certification and Management GSD is required to have a staff member trained and certified through the state of Oregon on IPM Certification (Integrated Pest Management). We would like to request a \$2,000 yearly stipend for this certification and district management. Responsibilities will be to maintain state licensing and manage and create systems for all IPM requirements on district property.
- 2. Head Custodial and Facilities Manager Create a stipend for the district's Head Custodian and Facilities Manager, \$3,000 yearly stipend. At this time, we do not have a Head District person, this would give GSD#3 a go to person for any supports, additional time without overtime, ordering, problem solving, contact person, etc. to support buildings and facilities. We never know when something will break or need repair.
- 3. Bus Mechanic Raise starting salary to \$30. an hour. We are unable to recruit or hire anyone due to the starting wage being at \$21.91 an hour. This position has been open for nearly 6 months.

For the District:	For the Union:		
Louis Dix, Superintendent	Cammi Copenhaver		
Date:	Date:		

1/1- 3.1

From:

Mark Witty make the company of the c

Sent:

Monday, April 10, 2023 2:24 PM

To:

Janet Myers

Subject:

Re: FW: April Board Meeting Agenda

Oh, I see this question is from Janet :):):)yes, this is a different topic.

Mark

On Mon, Apr 10, 2023 at 2:22 PM Mark Witty () wrote:

Louis, this is a presentation of adding the F1 capacity to Grant Union. I had that capability when I left GU so it allowed us to host students outside of the normal J1 visa. Essentially, you charge for the tuition and can pay host families a small stipend. It would take me a bit of time to get it back up and there are some costs associated with getting Homeland Security to recognize GU. My presentation would take about 5 minutes......

Mark

On Mon, Apr 10, 2023 at 2:17 PM Janet Myers < myersj@grantesd.k12.or.us > wrote:

Good Afternoon Mr. Witty & Happy Monday!

I believe you were able to make your presentation last month during our 03/15/2023 Board Meeting.

If you did not, and are intending to present this month, 04/19/2020 – Seneca School, I will gladly add your presentation to our meeting next week. Please let me know ASAP, as I am preparing our Agenda and meeting packet now and posting it 04/13/2023.

Thank you Mr. Witty!

1/1-3.2

From:

Louis Dix

Sent:

Thursday, April 6, 2023 11:28 AM

To:

Janet Myers

Cc:

Alicia Griffin

Subject:

April Board Mtg. Agenda

Hey Janet,

Can we please add to our April board meeting agenda: New – Discussion Topic – June Board Member Training with OSBA - Louis

Louis Dix
Superintendent
Grant School District #3
401 N Canyon City Blvd
Canyon City, Oregon 97820
dixl@grantesd.k12.or.us
Phone number: 541-575-1280

1/1- 3.3

From:

Louis Dix

Sent:

Thursday, April 6, 2023 2:58 PM

To:

Janet Myers

Cc: Subject: Tina McCormick; Bre Apostol

April Board Mtg. agenda

Hi Janet, can we please add to the April Board Mtg. Agenda: Seneca School Mascot Proposal – Lead teachers and PTA.

Thank you.

Louis Dix Superintendent Grant School District #3 401 N Canyon City Blvd Canyon City, Oregon 97820 dixl@grantesd.k12.or.us Phone number: 541-575-1280

1/1-



GRANT SCHOOL DISTRICT #3

401 N. Canyon City Blvd. • Canyon City, OR 97820 Phone: (541) 575-1280 • Fax: (541) 575-3614

April, 2023

Board Report – Louis Dix

Dear GSD Board.

Administration Update:

- Certified bargaining/negotiations are in full swing. I would like to thank Alicia and Jake for their time with this committee. We'll be working closely and collaboratively with our teacher's union through this process.
- Teacher and Administrative Evaluation Systems: Once we've finished with bargaining we'll begin work once again on our staff evaluation systems.
- Stacy and I have met with Frontline to look at streamlining our HR department, absenteeism and sub systems. We'll continue to look at new systems to better meet the needs of all staff.

Facilities and Grounds:

- Heating and AC project at Humbolt continues to move forward. We're working monthly with Value Engineering on this project.
- Roofing projects for both Humbolt and Grant Union are moving forward.
- Nick Green and Aaron Lieuellen continue to support our district with RFP's and other building updates.

Grant Updates

• I'm meeting weekly with Mark Haliburton from our ESD on our Integrated Guidance Grant. Stacy and I will be meeting monthly to look at our overall grant funding, spending and future projects.

Staff/District Updates:

- Seneca will be presenting at the
- May Board Meeting will be at District Office
- Our Daycare and Preschool Director position has been filled with Trina Fell. Trina has many excellent years of running a daycare/preschool program in Pendleton. We're very excited to have Trina and her family join our John Day community.
- District Budget Committee work will begin in May.
- Current openings for next year: GU: Sped, Math, ELA, Counselor/Behavior Interventionist, Humbolt: 1st grade. Other openings include 3 bus drivers, bus mechanic.

Board Goals Update:

• Student Achievement – State Testing will begin at all 3 school in April. We'll have a better idea of where our students stand in comparisons to other districts across the state and region later this next summer.

1/2

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- 2021-22 Elementary Schools Attendance above state average, at 69% vs 65%. 3rd Grade ELA 54% vs the state at 40%
- o GU Math 18% vs Oregon at 27%. On track to graduate at 90% vs the state at 83%. On time graduation is at 91% vs the state at 81%.
- Communications with Stake Holders I continue to send out monthly newsletters to families. We're working weekly with our communications specialist and Jesse regarding website updates.
 - Janet and have met with the local radio station a few different times over the last month. In May, we'll begin radio advertisements (Mondays and Tuesday) outlining the outstanding work our district and students are doing.
- Budget Our business manager will be giving monthly board updates
- Safe and Secure Schools We're working through the RFP process now regarding security fencing, playground spacing, and welcoming students' commons areas at GU. We're also working on keylock security. The commons areas at GU will definitely create a more positive and inclusive culture.

Grant School District #3 April 2023 Board Report



To: Mr. Dix and Grant School District #3 Board of Directors

From: Shanna Northway, Special Programs Director

Student Achievement: Meet or exceed state academic standards and develop strategies to meet graduation requirements for all students while supporting individual talents.

- State assessments in English Language Arts began on Monday, April 17, for grades 3-8 and 11. Overall, it has gone very smoothly. Teachers have done a good job getting their students prepared to take these tests. Robyn Miller has been a great support getting staff trained and helping to get data entered into TIDE.
- Estimated testing times are as follows, based on 80% of students finishing within these timelines:

o ELA: 3:45 to 4:00 hours

Math: 2:30 hoursScience: 1:40 hours

- Extra time was allotted in the schedule to allow for practice testing and possible technology difficulties. Any students who have not finished by May 12 will have further opportunities to test, with myself or other district staff covering those test sessions. The district test window will remain open until the end of school.
- Extended assessments will be done in late April and early May, with individual administration to our students with the most significant cognitive challenges.
- All 3rd grade students were evaluated for TAG. Three students were identified from the assessments and we are working with parents to develop TAG individual learning plans.

Communicating with Stakeholders: Communicate using a variety of means and media to keep the Board and community informed.

• Special education staff recently concluded third quarter progress reports. This is a large undertaking, and involves a written report for each IEP goal for each student.

• Special education will be participating in parent/teacher conferences (April 14th). Some conferences were held collaboratively with general education teachers, while others were private special education conferences. Depending on need and family preference.

Budget: Provide a budgetary financial plan that supports a positive learning environment, encourages academic and technological excellence and maintains or improves district facilities.

- The Greenhouse at GU is up and running, and we have plans to open in May to sell the plants that the kids have been growing. Board members are encouraged to visit and see what the kids have been up to.
- I have been working with staff to help identify priority budget items for the 23-24 school year as well as get final purchases complete for the 22-23 school year.

Safe and Secure Schools: Provide a welcoming culture where students are safe and cared for while maintaining the rigor expected of our students.

- Our SPED staff as well as handful of general education staff have completed their CPI certification training. We are extremely lucky to have our ESD offering this training to our staff.
- One of our students will be working with staff to update Room 6 to make it more inviting, usable, and safe for student use. She has decided to complete this project as her senior project.



Seneca News

STUDENT ACHIEVEMENT

K-2: Students had a great time with their sub Mr. Wilson. One of their final art projects was to paint painted glass which they hung in the room before taking home. They are looking forward to Spring and the upcoming field trips.

3-4th: Students in Ms. McCormick's class have been preparing for state testing with practice tests and reviewing skills taught throughout the year. They are also singing their little hearts out in preparation for the Spring program May 18th. Students are enjoying looking for signs of spring and creating beautiful spring art!

Whole school upcoming events: Career Day April 27th @ 1pm Kindergarten Round up May 2nd @ 6pm Mitchell Track Meet May 8th Spring Program May 18th @ 6pm



100 DAY CELEBRATION PICTURE OF BLAIN G.

3/7 - 2.4

Enrollment: 12 13

COMMUNICATING WITH STAKEHOLDERS

The school has been in contact with local professionals to attend our Career Day on April 27th. If anyone would like to attend to come and speak about their career, please let us know!

Parent/Teacher Conferences were April 13 & 14. Thank you to our parents for collaborating with us.

STUDENTS OF THE MONTH: ELI & NOX



SAFE AND SECURE SCHOOLS

We've been working on a School-wide safety plan with Eric Bush, Grant County Emergency Management Coordinator. He has identified areas for improvement and also shared a K-12 School Security Guide with staff. Over the summer we will be working with Mr. Dix to solidify plans and make sure that staff is trained on required emergency procedures.



329 NORTH HUMBOLT ST. CANYON CITY, OR 97820 PHONE: 541-575-0454 FAX: 541-575-3609

April 2023 Board Report for Humbolt Elementary School

Current Enrollment: 246

Board Priorities

• Student Achievement

246

- o Students were recognized for academics during Afternoon Assembly through Student of the Month awards, 100 Book Club trophies, and ReadnQuiz recognition.
- o 6th-8th grade students participated in Oregon Battle of the Books on March 18
- o The Human Growth and Development unit for 5th and 6th grades is planned to take place this month. Parent letters and opt out forms will be sent home next week.
- o SBAC testing will begin for 5th graders on April 10th.
- o SBAC testing for students in grades three, four, and six will begin on April 17th.
- o Kindergarten and first grade teachers will provide information to families of low performing students and conduct family surveys in accordance with Oregon's Dyslexia Law no later than Spring Conferences.
- o Staff attended professional development at Malheur ESD on 4/7.

Communicating with Stakeholders

- o Newsletters continue to go out to all staff weekly and to families monthly.
- o Certified staff meetings are held on contract Fridays and classified meetings weekly.
- o Little Pro Postcards were sent home to recognize students' positive behavior.
- o Communication and celebrations are shared regularly on social media.
- o Families are invited to attend school-wide assemblies for student recognition.
- o Family STEM Night was held on March 16.
- o Third quarter report cards will go home April 12th.
- o Parent-Teacher Conferences are scheduled for April 13th and 14th.
- Kindergarten Move Up Day is scheduled for April 28th; Kindergarten Round Up is scheduled for May 2nd.
- o The Title IA teacher has been sharing curriculum, student performance, and skill development information with families.
- Our student council is working on ways to enhance communication with students and families.

Budget

- o A budget meeting was held on March 21st to identify and correct inconsistencies. A follow-up meeting will be held in April.
- o Priority items from 2022-2023 have been or are in the process of being purchased.
- Priority budget items for the 2023-2024 school year will be identified and submitted during our April budget meeting.
- o We are continuing to work on grant-funded projects, including:
 - Daycare/Preschool
 - HVAC unit in lower building
 - Seismic retrofit in upper building and gym
 - New playground structures and rubberized surfacing
 - Staff room remodel

Safe and Secure Schools

- o Our March fire drill was postponed and took place on April 6th; A secure/lockdown drill is scheduled for 3/20.
- o Character trait of the month for April is Perseverance. We are incorporating this into our Afternoon Assemblies and daily routines.
- o Staff Training this month focused on emergency management and procedures.
- o Safety assessments and Safety Team meetings are held monthly.
- o Students were recognized for character during Afternoon Assembly. March's character trait was Citizenship. The character trait for April is Perseverance.
- o Self-Manager badges, PBIS rewards, and Running Club prizes were presented during Afternoon Assembly.
- o Staff attended SMART Team Training on 4/4 and I Love You Guys Training on 4/6.

Upcoming Events

- o 4/10-4/12: 5th Grade State Science Assessments; Title IA Progress Monitoring
- o 4/4: SMART Team Training; Running Club Awards; Read N Quiz Awards; Grounds Committee Meeting
- o 4/6: I Love You Guys Training
- o 4/7: Staff Grading Day; Leadership Training; Conscious Discipline Training
- o 4/11: Running Club Awards; Classified Staff Meeting; Fitness Team Meeting
- o 4/12: Character of the Month Awards during Afternoon Assembly; Safety Team Meeting; Leadership Team Meeting
- o 4/13-4/14: Parent-Teacher Conferences
- o 4/14: Harney County Tech Conference
- o 4/16-4/18: Wide Open Spaces Conference
- o 4/17: PTA Meeting
- o 4/17-5/11: SBAC ELA and Math Assessments Grades 3-6
- o 4/18: Sunshine Committee Meeting
- o 4/19: March Academic Students of the Month Awards; PBIS Meeting
- o 4/25: Family Night Meeting
- o 4/28: Kindergarten Move-Up Day; Conscious Discipline Training
- o 5/1-5/5: Scholastic Book Fair
- o 5/2: Kindergarten Round-Up
- o 5/8-5/11: Teacher Appreciation Week



Grant Union Junior/Senior High School April 10, 2023

Enrollment: 207

To: Superintendent Louis Dix and the Board of Directors

From: Karen Shelton, Principal

Student Achievement:

- I will be working with Mr. Witty to bridge a transition between this year and next year.
- Student Forecasting has started! I will be sharing schedule requests with Mr. Witty so that he can determine the sections he wants included in the master schedule.
- The leadership team has begun working on items for next year and have invited Mr. Witty to participate.
- College Test prep continues. PSAT, SAT, and Pre-ACT have all been scheduled for the month.
- AVID regional coordinators will have a second site visit this month.
- Mr. Dix, Heather Rookstool, and myself have been investigating online school options and have been impressed with IMESD. We will continue to evaluate if this is the best option and review with Mr. Witty.
- State testing has started and will continue though the 2nd week in May.
- I will attend the master schedule building session in Redmond, hopefully we will have an academic advisor hired and attending as well.
- Math Textbook Adoption has been completed.
- FBLA had two students qualify for nationals! Additionally, FBLA state president is from Grant Union. Nationals is June 26-June 30 in Atlanta Georgia.

Upcoming events:

- May 18-Music Concert
- May 29-No School-Memorial Day
- June 10-Graduation 10 am
- June 15 Last day of school

Communicating with Stakeholders:

We continue to mail home progress reports every three weeks along with the monthly flyer and lunch menu. I shared conference dates on school messenger. The media class is still producing the monthly flyer and works with leadership to keep our social media presence active. Also, media class has started the staff spotlight which includes interviews of staff members that are shared around the school as well as online.

Safe and Secure Schools:

Items that continue to remain on the short list to be addressed: camera coverage (we really need to look at adding a few more, especially after the commons project), keypads for locks, alarms and intercoms. Dustin did some research and found information about an updated system and has shared that with Mr. Dix.

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Grant Union Junior/Senior High School April 19, 2023

To: Superintendent Louis Dix and the Board of Directors From: Andy Lusco, Assistant Principal/Athletic Director

Student Achievement:

- Athletic Intervention for academics appears to be a successful change. Teachers, coaches and athletes are getting used to the system. It encourages work toward improvement. I anticipate revisiting it with our committee and coaches this spring.
- I'm working to encourage our Academic Advisor and Behavior Intervention position to utilize a similar intervention system for our struggling students who are not athletes. We would benefit from these systems.

Communicating with Stakeholders:

- We are continuing to improve our use of social media, website, and school messenger to communicate changes to athletics.
- Our schedules have been updated with changes in real time for parents, coaches, and students. I'm working on a single schedule for the school/district to better coordinate across the district for Athletics and Activities.
- We are working with Every Day Matters and the ESD to implement attendance improvement initiatives. Our 4th quarter attendance initiative has been kicked off, and we are excited for the challenges and incentives.
- We have begun working on a Backpack program for food support over the weekends for our students and families that might benefit from the program.
- I am working to be available to parents in a timely fashion. No message goes more than 24 hours without a response. We have fielded a lot of calls over the past few weeks.
- Our Head Coaches met on March 1. 10 day practice model, eligibility questions, evaluation forms, and wall of fame were on the agenda. We realigned out practice model with OSAA.
- We are pursuing rschooltoday.com as a new system for athletic, facility, and transportation planning.
- A group of interested high school students has begun the process of piloting Girls Soccer for next fall.
- High School Girls Wrestling is now a stand-alone OSAA sport. We will probably need to revisit the coaching requirements that come with that as a Title-9 issue.
- I am working to get a Regional Junior High Girls Wrestling season opposite of Girls Basketball to create some equity of opportunity for girls in that area. This may create some additional coaching issues as well.
- New shot clocks for basketball are necessary for next season. I'm working on finding them.

Safe and Secure Schools:

- A review of the cameras and blind spots would be appropriate soon.
- Strongly suggest we come up with a plan for keys and securing our doors.
- There are a few safety issues on the horizon in athletics that will come this year (Track runway/mat, jumps cover, baseball and softball fields need soil, well-head on football field, and the gym floor water damage).
- Budgeting for the cost of repairs to facilities/playing surfaces would be appropriate for discussion and planning. We need a specific budget to maintain our playing surfaces outside of the athletic budget. For example: paying a flooring company to do a maintenance coat on the gym floor every year may be a good investment.

Upcoming events:

• Spring sports are underway. We have had a fair number of rescheduled/cancelled games due to weather, but most games have been successfully rescheduled.

7/7-2:4

TO:

School Board

DATE:

April 19, 2023

SUBJECT:

2023 Capital Improvements and Procurements Update

Attachment(s) are available for download at this link:

https://drive.google.com/drive/folders/1z-pMzbASHGOOMZ1imywKta-

PWBTRDvDU?usp=share link

Timber Basin Contractors Fencing Construction Agreement

Coverprom: Rick Green

- Field's Tree Services Agreement
- Project Schedule for Fencing and Tree Removal
- DITROEN Inc. Proposal and Agreement for Student Commons

SUMMARY

Updated progress trackers are enclosed for the board's review. Several items identified under Recommendations require board approval.

Humbolt HVAC

We have finalized the HVAC plans and submitted those to the County for permits. Milburn is updated their cost estimates based on the final plan set. We will present their revised cost estimates to the board at the meeting as they are still updating their equipment list. That said, we are still on track to construct this summer.

<u>Next steps</u>: Quotes from Millburn and an amendment to the Millburn HVAC agreement. No further board action is required if their cost is within 25 percent of their original award. If it is higher than 25% the board will need to review and approve the amendment.

Student Commons

We had one responsive bid from DITROEN Inc. Their proposal came in at \$17,500 and is attached to this packet, along with a professional services agreement ready for board approval.

<u>Next steps:</u> If the Board wishes to proceed, you should move to approve the professional services agreement enclosed.

GUHS and Humbolt Fencing

Contracts are enclosed for the fencing project. The only bidder was Timber Basin Contractors, LLC, which bid \$171,950.

<u>Next steps</u>: If the Board wishes to proceed, you should move to approve the construction services agreement with Timber Basin Contractors.

GUHS Storage Shed

The building's location in a floodplain is going to require structural engineering. FEMA P-936 has the requirements for floodproofing non-residential buildings. Technical bulletins 1 and 2 have the requirements for flood openings and flood damage-resistant materials, respectively. FEMA P-348 has

1/3 3.6.1

the utility floodproofing requirements. The plan set we submit to the county for the structural permit and floodplain development permit needs to have these measures clearly identified in the plans so that the Planning Department can sign off on the structural permit.

Site preparation may proceed under a separate floodplain development permit, using a balanced approach that requires no net gain or loss of material. Sisul Engineering is preparing the estimated yardages. Material removed from the site will be replaced with fill material.

We have enclosed a project schedule for the site prep that combines the tree removal, excavation work, and site preparation for the shop, all of which can be completed before school gets out in June.

This will set the stage for the construction of the shop and fence improvements this summer.

<u>Next steps</u>: Mr. Miller is getting quotes from structural engineers for the building plans. We have Sisul engineering preparing the floodplain development permits and will attempt to get 2-3 quotes from excavators before the board meeting for board approval of the site prep.

Grant Union HVAC

We are working with Marcia Karr (PE) to develop the design and scope for the GUHS HVAC system to avoid the same problems we had with Humbolt. She has 40 years of design experience working on hundreds of school buildings. She will work with the GUHS staff to prepare design specifications for contractors to bid this summer and a work plan for when the HVAC system can be installed.

Next steps: Staff will publish an invitation to bid based on the design from Ms. Karr.

Humbolt Playground

We are evaluating options for equipment replacement at Humbolt using ESSER funds. No estimates have been received to date.

School District Feasibility Study

The consulting team is ready to present to the board. We could do this in a work session in early May or at the May board meeting.

Next steps: Confirm the date you want the consulting team to present their interim progress report.

BOARD OF DIRECTORS ACTIONS & DECISIONS

The following actions need to be discussed and approved by the board:

- 1) **Fields Tree Service** Construction Services Agreement \$36,500 for tree maintenance and site prep for fencing and GUHS Storage Building projects
- 2) Timber Basin Contractors Construction Services Agreement \$171,950 for fencing
- 3) **DITROEN Inc.** Professional Services Agreement \$17,500 for student commons
- 4) Millburn HVAC Amendment (TBD based on cost estimates provided next week)
- 5) **TBD** Construction Agreement for Site Preparation for Shop and Fence (we will provide quotes ahead of the board meeting based on the site work prepared by Sisul engineering)

From: Sent:

To:

Cc:

Subject:

Attachments:

Louis, Janet -

Agreements will be:

 Iron Triangle \$TBD for Site Prep, Grading, and Excavation for fencing and shop; Timber Basin Contractors LLC \$171,950 for Fence Installation;
 Additional Services Survey and Engineering (<\$5K) for floodplain development permits.
As far as the construction goes, here's the order of operations:
 The Floodplain permit will be submitted to Grant County for approval before the April 19 board meeting. Contractor crews will mobilize to the high school on April 20. Site prep will be completed by the end of May. Timber Basin will begin fence work after school gets out in June.
Based on prior experience, I would estimate about \$235-240K for the total project cost, covering your permit and design fees, removing all the dead and dying trees, setting up the shop area and fence area, and finishing the fence installation.
Please confirm this is in the budget for this project so I can finalize the agreements.
Thanks,
Nick
Nick Green President
X Management of the state of th
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Nicholas Green < Mark Monday, April 3, 2023 5:18 PM

Here's an updated project schedule for the fencing, tree removal and site prep for the storage shed.

Fields Tree Service -- \$36,500 for Construction Services for Tree Removal;

Jason Miller; Stacy Durych; Dustin Wilson; Karen Shelton

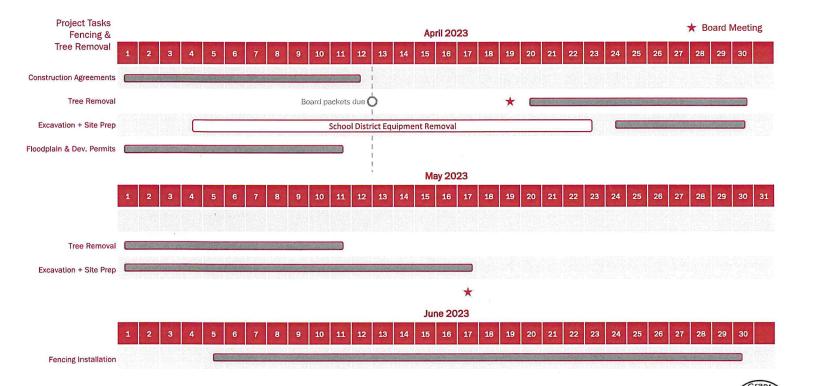
GANT Chart - Fencing and Tree Removal.pdf

I will have the final construction agreements for your board packets on April 11 for the April 19 board meeting.

Project Schedule - Tree Removal, Shop Site Prep and Fencing

Louis Dix; Janet Myers

Calendar pending in July Mercing mutable appropriate the fragects: Thereing instable



3.6.2

PROFESSIONAL SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is made and entered into effective April 19, 2023 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820 and DITROEN Inc. ("Contractor"), whose address is 1020 SE 7th Avenue, Porltand, OR 97293.

RECITALS:

- A. Contractor is a licensed Oregon design firm engaged in the business of providing building design, materials, equipment, supplies, and related services on a contract basis.
- B. Owner desires to make certain improvements on or about that certain real property associated with Grant Jr./Sr. High School located at 911 S. Canyon Blvd, John Day, Oregon (the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction services concerning or related to the Property.
- C. This Project will be partially funded with Federal funds from The American Rescue Plan Act, 2021 (ARP Act or ARPA) Elementary and Secondary School Emergency Relief Fund III (ESSER III or ARP ESSER) and therefore is subject to Federal laws and regulations associated with that program. Performance of the services may also be subject to the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

- 1.1 Description of Work. Contractor will perform and complete the following construction design and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) planning, design, and construction (and all related work) for conversion of an existing library and office space to a student commons, as further described in the plans and specifications included on the attached Exhibit A; and (b) all other work identified in the attached Exhibit A and all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement and Contractor's proposal and fee schedule dated March 27, 2023 identified on the attached Exhibit B.
- 1.2 <u>Schedule of Work</u>. Timely and proper completion of the Work is of the essence to this Agreement. Contractor will commence performance of the Work promptly after Owner issues Contractor written notice to proceed. Contractor will prosecute completion of the Work diligently and continuously. The Work will be Completed (as defined below) no later than August 31st (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Owner determines, in its sole discretion, that the Work is complete in accordance with this Agreement.
- 1.3 <u>Compensation</u>. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor in accordance with the Fee Schedule on the attached <u>Exhibit B</u>. Contractor will submit a monthly invoice to Owner concerning the Work (the "Invoice"). Owner will pay the amount due under the Invoice within thirty (30) days after Owner has reviewed and approved the Work. Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion

3.6.3

of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

2. CONTRACTOR DUTIES, RESPONSIBILTIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

- 2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representatives (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.
- 2.2 Independent Contractor; Independent Investigation. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions.
- 2.3 <u>Limited Warranty</u>. Contractor guarantees and warrants the Work against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date Owner determines the Work is Completed. If Owner discovers a deficiency and/or defect in the Work, Contractor will commence repair or correction of the deficiency or defect within forty-eight (48) hours after Owner's written notice. Contractor will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to Owner). If Contractor fails to promptly complete the warranty work, Owner may employ a third party to complete the warranty work. All costs and expenses incurred by Owner to complete the warranty work will be reimbursed by Contractor immediately on Owner's written demand. Contractor warrants and guarantees all repair work for one year, commencing on the date the warranty work is completed to Owner's

3.6.3

satisfaction. Contractor's warranty provided under this Section 2.3 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

3. INSURANCE AND INDEMNIFICATION

- Insurance. Contractor will maintain public liability and property damage insurance against death 3.1 or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Building with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.
- 3.2 <u>Indemnification</u>. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

- 4.1 <u>Termination</u>. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation hereunder), such act(s) or omission(s) will constitute a default by Contractor under this Agreement. Owner may terminate this Agreement immediately on written notice to Contractor if Owner determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 4.1.
- 4.2 <u>Damages</u>. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of

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this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. MISCELLANEOUS

- 5.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.
- 5.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.
- 5.4 <u>Further Assurances; Termination; Survival</u>. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 5.5 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for

convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When Owner is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be Owner's sole discretion.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:	CONTRACTOR:
Grant School District 3	DITROEN Inc.
an Oregon special district	an Oregon limited liability company
Market Value ()	
By: Louis Dix, Superintendent	By: Dardinelle Troen, Owner

5/8

Exhibit A Description of Work

In addition to all other work and services identified in this Agreement, Contractor will perform the following Work subject to the terms and conditions contained in this Agreement:

PHASE 1: SPACE PLANNING & PROGRAMMING

Site visit and project kick off at location. Define a site/space plan identifying FF&E, functionality and configuration(s) requirements and opportunities. Programmatically, look at how the space engages and supports the students and faculty (collectively, the "audience(s)"). The approved space plan will be the foundation for design and should inform rough costing and align with the construction budget.

Phase 1 Deliverables:

- Site inspection & evaluation
- Onsite workshop with key stakeholders
- Space plan & programming
- Mood boards as required

PHASE 2: FF&E, MATERIALITY & FINISHES PALETTE

Create a comprehensive program of finishes, furniture, fixtures and specialty components. Mood boards for furniture recommendations, elevations and renderings, finishes and fixture specifications. Define interior finishes, doors, dividers, counters, flooring and paint. Design direction informed by adjacent interior architecture and finishes.

Phase 2 Deliverables:

- Programming & Planning
- Concept Design
- Design development documentation & budgetary pricing
- Primary FF&E schedule specs + plan
- Construction documentation and mechanicals (as required) for fabrication
- Vendor sourcing and pricing

PHASE 3: CONSTRUCTION ADMIN + IMPLEMENTATION

Implementation and procurement of all FF&E components. Manage and monitor specialty (branding) vendors. Support builders and stakeholders in the implementation of the space program. Resolve conflicts, issues, requests for information and help maintain the design intent as the construction process unfolds.

Phase 3 Deliverables:

- Supplemental info & direction
- Ordering and Procurement
- Vendor oversight and coordination

6/8
3.6.3

The library interior ceiling height is approx. 15'. The wall height of the two new offices will be 8' typ. See figure 1 for dimensions.

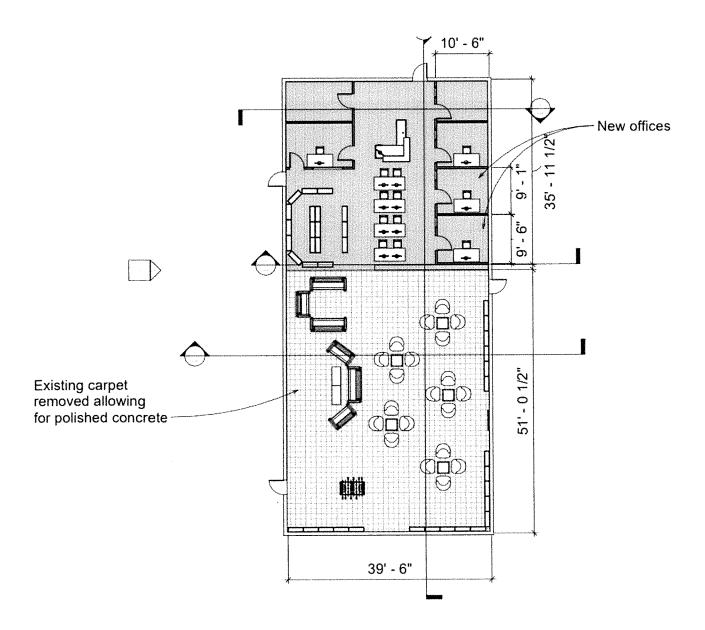


Figure 1. Dimensions for Proposed Student Commons

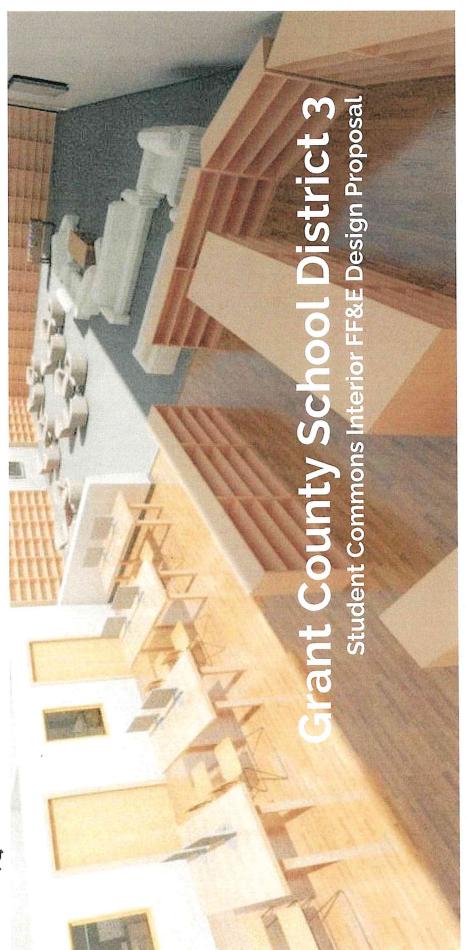
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3.6.3

<u>Exhibit B</u> Fee Schedule and Proposal

[Enclosed]

3/63





1/24-3.6.4

DITROËNA

Our Team

stewards, dedicated to guiding outcomes in support of a broader mission. We have Small, agile and dedicated, we are highly approachable, responsible and adapt to the needs of a project. From multi-million dollar hotel experience strategies to importantly, our work has enabled our clients to meet their goals and prosper. led creative transformations resulting in national and local accolades. More brand building for emerging small businesses. We see ourselves as project

EXPERTISE		
DESIGN STRATEGY	MASTER PLANNING	GRAPHICS
BRANDING	SIGNAGE + WAYFINDING	SITE-SPECIFIC
STORYTELLING	EXPERIENTIAL DESIGN	FURNITURE &
PI ACE MAKING	ENVIRONMENTS	USER-CENTRI

CARTWORK FIXTURES IC DESIGN

Multnomah County Library Ovarian Cancer Alliance Salem Cancer Institute Meyer Memorial Trust Prometheus REGroup Providence Hospital Mark Spencer Hotel **Efficiency Alliance** Northwest Energy Regence/Cambia Hotel Murano **Umpqua Bank** Hotel DeLuxe Grant County Digital Network Coalition Chamber of Commerce Denver Commuter Rail City of Cannon Beach City of Portland OR PARTIAL CLIENT LIST City of Mitchell OR City of Oregon City Applegate Brands **Albertina Kerr Grant County** Oregon DHS

Our Process







Photo: Dardinelle in fabrication mode

STRATEGIC PLANNING

into a distinct, strategic approach for the experience. audience. Opportunities are identified then, distilled We collect and orchestrate all of the inputs that are critical to making a space and program successful. define how it will resonate with and function for our inform the core characteristics of the offering, we Workshopping the possibilities with our clients to

EXPERIENCE DESIGN

signature elements, signage, art and communications programming of core functions. From this foundation, we define an overall look & feel and development of We approach projects in a multi-disciplinary fashion, heir journey, needs and expectations—synthesizing with a holistic point of view that considers; all users, the client's key messaging and takeaways and to bring the environment to life.

IMPLEMENTATION

problem-solvers as we go along in the design process. production and implementation of every detail. From deliverables meet our combined high expectations. managing fabricators and vendors to rolling up our In everything we concept and design, we oversee This expertise makes us adaptable and flexible sleeves and building ourselves, we ensure that

design and implementation process. As an opportunity for both In this Grant Union High School Commons Project, we would like look for opportunities to involve students in both our learning and adding a personal voice to the environment

3/24

03 | 31 | 23 GRANT UNION GRANT COUNTY SCHOOL DISTRICT 3 | STUDENT COMMONS INTERIOR FF&E

Scope of Work

design and experiential elements. Develop a palette of finishes, lighting, Create an optimal staff/visitor/student experience: space plan, interior casework and furniture for the Grant Union School District 3 Student Commons that connects with and supports our audience.

Create a tone and personality for the Commons that reflects the school, our Provide a range of engaging experiences that are warm, welcoming and multi-functional. Integrate necessary health and safety protocols. audience and is uniquely John Day.

Work iteratively and collaboratively with stakeholders to ideate and define concepts as efficiently as possible. Function, meaning and return on investment are always drivers in our work.

Sincerely, Dardinelle Troen

Flexible, adaptive, resilient Welcoming and inviting Comfortable + practical Student-centric DESIGN PRINCIPLES Cost Effective

Scope of Work

PHASE 1: SPACE PLANNING & PROGRAMMING | \$5K

Programmatically, look at how the space engages and supports the students and faculty space plan and explore functionality, configuration(s) requirements and opportunities. (collectively, the "audience"). An approved space plan will be the foundation for design Site visit and project kick off. Two people, two days, one overnight. Workshop the site and should inform rough costing and align with the construction budget.

PHASE 2: DESIGN & MATERIALITY | \$6K

informed by adjacent interior architecture and finishes. Iterative process with 2-3 rounds Create a comprehensive program of furniture, fixtures, and specialty components. Mood materiality. Define interior doors, dividers, counters, flooring and paint. Design direction boards, elevations or renderings illustrating the design, define and specify finishes and of revisions.

PHASE 1 DELIVERABLES:

- Site inspection & evaluation
- Onsite workshop with key stakeholders
 - Programming & Planning
- Space Plan

PHASE 2 DELIVERABLES

- Concept Design
- Design Finalization Documentation
- FF&E schedule + specs
- Finishes schedule + specs Budgetary pricing

Scope of Work

PHASE 3: SIGNAGE, BRANDING AND ARTWORK | \$2K

requirements, is accessible, user friendly and enhances the commons experience for visitors Develop and create a cohesive signage, branding and artwork program that evokes the brand, is beautifully integrated and expands on the vision of the space. Meets code and staff. Goals; identify, attract, engage, inspire, welcome and promote usage.



PHASE 4: CONSTRUCTION DOCUMENTATION + IMPLEMENTATION | \$4.5K

Provide construction documentation and detailing to inform construction trades, specialty intent as the construction process unfolds. We will rely on coordinating remotely with any program. Resolve conflicts, issues, requests for information and help maintain the design fabrication and installation. Management and procurement of all FF&E and branded components. Support builders and stakeholders in the implementation of the space specialty installation trips included in the FF&E budget.

TOTAL DESIGN FEE: \$17,500

PHASE 3 DELIVERABLES

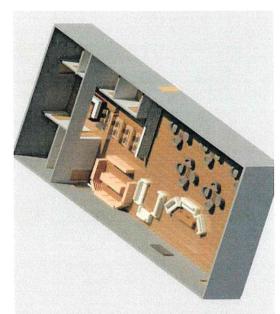
- Concepts
- Design Finalization
- Vendor sourcing and pricing

PHASE 4 DELIVERABLES:

- Construction Documentation
 - Supplemental info & direction Ordering and Procurement
- Mechanicals (as required) for production
- Vendor sourcing, oversight and coordination

DITROËN®

The Student Commons



CURRENT CONCEPT

schematic concept. The final design may change based on learnings and inputs Our proposal is based on the current from our site visit and kickoff.

- (4) Private rooms
- (4) Student work stations
 - (1) Reception
- Library Case work
- (6-7) Lounge Seating areas
- Paint Schedule
 - **Lighting Plan**
- Floor coverings (as required) Wall coverings

Not currently shown, these elements will play a role in the success of the project.

- Signage & Wayfinding
- Branding, Identity & Artwork

FF&E HARDCOST BUDGET | \$40K

To maximize the budget and invest dollars where they count the most, we will look at Considerations for durability and longevity opportunities or possibilities to upcycle and repurpose existing casework and furniture if applicable and available. of all components in this high-use environment are important.

03 | 31 | 23 GRANT UNION GRANT COUNTY SCHOOL DISTRICT 3 | STUDENT COMMONS INTERIOR FF&E Key Milestones

Step 1 Site Inspection

Programming and Planning

- 1A. Inspection & evaluation 1B. Stakeholder workshop 1C. Space Plan 1D. Share & review

Week 1

Step 3 Design Development

- Refine and Advance Concepts
 2A. Evolve preferred directions and concepts
 2B. Preliminary FF&E/Finish Schedule
 2C. Budgetary pricing
 2D. Share & review

Step 4 Design Finalization

Value Engineer and Finalize 3A. Final FF&E /Finish Schedule 3B. Design Finalization Documentation 3C. Share & review 3D. Issue for Bid and Pricing 3E. Order long lead items

Lead times will vary across Elements. Priorities will be set and managed as a team. Mostly focusing on usability and core space

Installation

Week 12- 16

completion

Step 2 Concepts

- Space design ideas and opportunities 2A. Furniture, fixture and lighting 2B. Moodboards & materiality 2C. Branding, Artwork, Signage Options 2D. Share & review

Step 5 Implementation

Construction Administration

- 4A. Construction Documentation
 4B. Ordering and Procurement
 4C. Issue for fabrication
 4D. GC coordination

RELEVANT WORK







CyberMill Grant County, Oregon

to connect and get work done or have an occasional group interaction and meeting space. At the CyberMill, you can connect to the web, host meetings, take classes online, zoom with your doctor or use the community computers and printers. Locations in Seneca and Prairie City and Grant County CyberMills are community hubs for remote workers, solo entrepreneurs, students and those looking for a comfortable place coming soon to John Day.





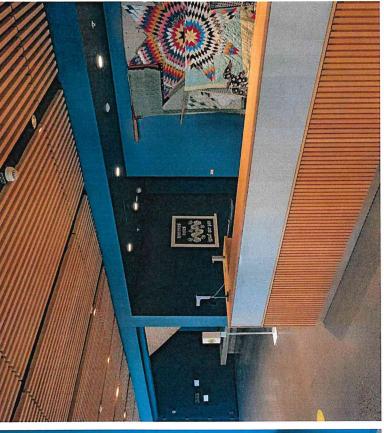
CyberMill Grant County, Oregon

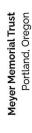
We have been responsible for guiding process and developing the CyberMill brand experience; naming, identity, brand look & feel, space planning, integrating and enhancing the offering, signage, signature touchpoints and artwork. For the Prairie City and Seneca locations, leveraging a small budget and existing spaces for the best return on investment is a challenge we appreciate.

03 | 31 | 23





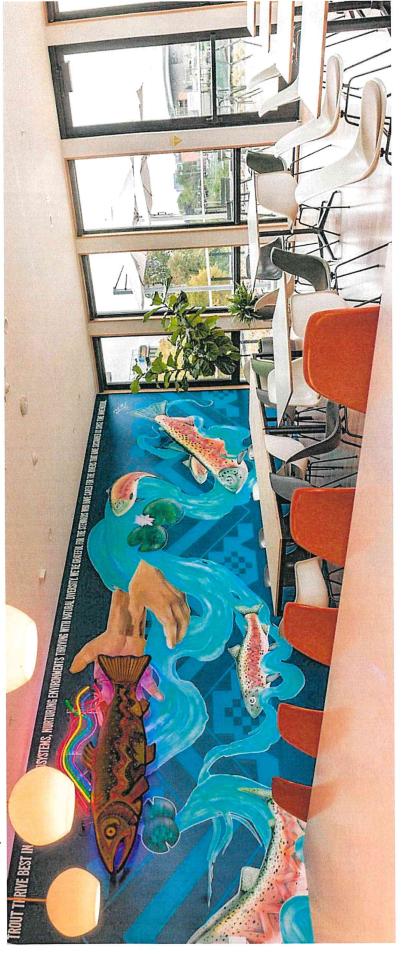




and corresponding anecdotal stories are visibly interwoven throughout the building through the interior and exterior graphics, signage, technology, The brand identity of the new Meyer Memorial Trust headquarters reflects the organization's commitment to all Oregonians. Meyer's philosophy materials, and artwork. For Meyer Memorial Trust, we looked collectively at choreographing the audience's journey and experience through storied experiences and site-specific installations, which amplified and presented Meyer's mission value.

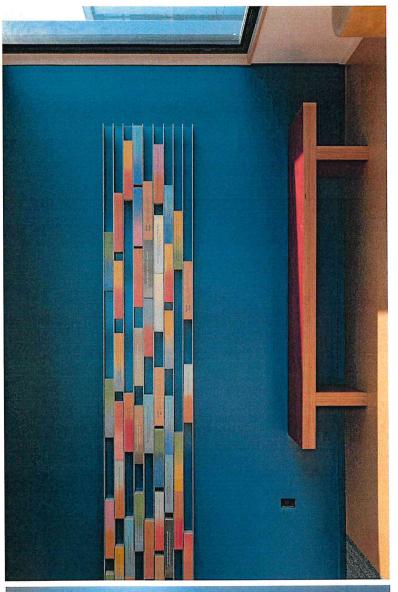
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Meyer Memorial Trust Portland, Oregon





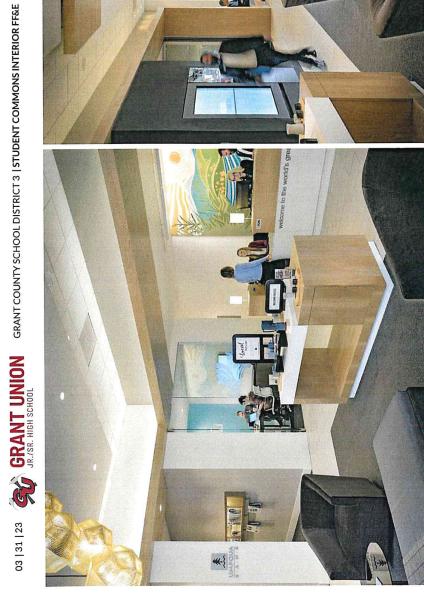


Meyer Memorial Trust Portland, Oregon

DITROËN®



03 | 31 | 23







the community ethos. We work closely with architectural and construction partners and facilities to develop a holistic, integrated and Over ten years, Umpqua Bank expanded its footprint from 60 stores to 350. Maintaining a community-centric localized focus across a broad region was vital. From ground-up flagship stores to remodels, each store is programmed to respond to and function within customized brand experience.





Umpqua Bank West Coast

B

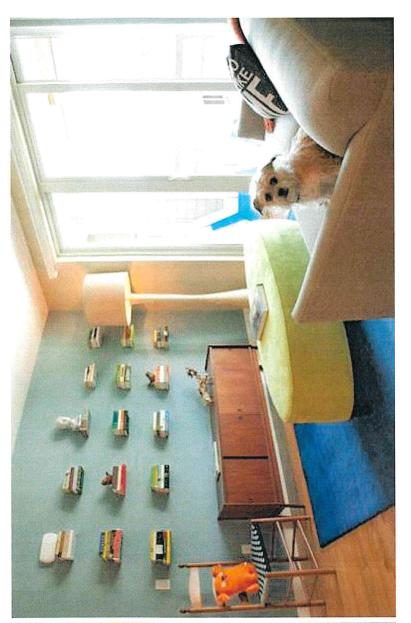


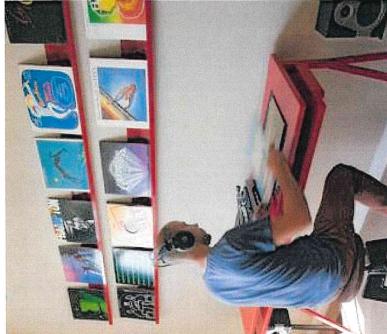


Prometheus Real Estate Group West Coast

from the competition and evoking a more dynamic sense of home. We designed strategies and opportunities to surprise, delight and engage Prometheus Real Estate Group, located throughout the West Coast, disrupted the rental industry by presenting the apartments as distinct the viewer throughout the properties, from comfortable hangout zones in the leasing offices to conversation-stimulating Creative Suites, adding unexpected fun to the typical leasing tour.







Prometheus Real Estate Group
West Coast





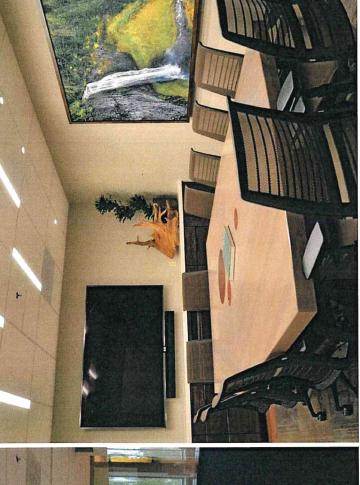


Oregon Oncology Specialists Salem, OR

Comprehensive interiors planning and design where physical space as well as the patient and staff experience were renovated and radically executive management team. The result is a trauma informed design that helps deliver the best services, with patients and staff in mind, at transformed. The collaborative process involved all layers of staff; reception, nurses, scheduling, doctors, physicians assistants and the every step of the journey.







Oregon Oncology Specialists Salem, OR

conference room comes with a mantra setting the tone for partners and staff: "Sometimes, all you need is some perspective. A chance to look common goal of giving patients the best we have to offer. Meeting at The Treehouse opens us up to possibilities and the openness provides a Chemotherapy treatment area and conference center experience planning and interior design. Identified as the, "The Treehouse," the at things from a different angle. Ideate. Create. Discuss and problem-solve. The Treehouse is a place where we come together with the space for innovation."



03 | 31 | 23

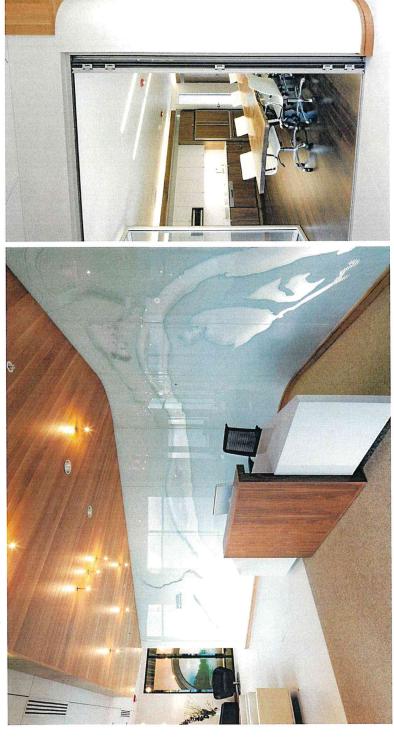


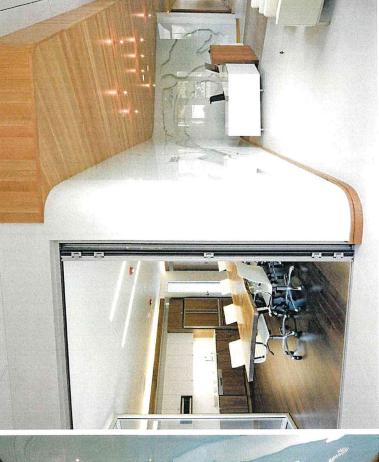


Providence Heart Institute Portland, OR

community engage with over time. This ground up project was about building a sustainable community and pathway for recovery and health. "We know what you're made of and it's strong stuff." We developed the branding and strategic touchpoints that visitors, patients and the Signature touchpoints provide the voice of the space, they inspire and provide support around every corner.



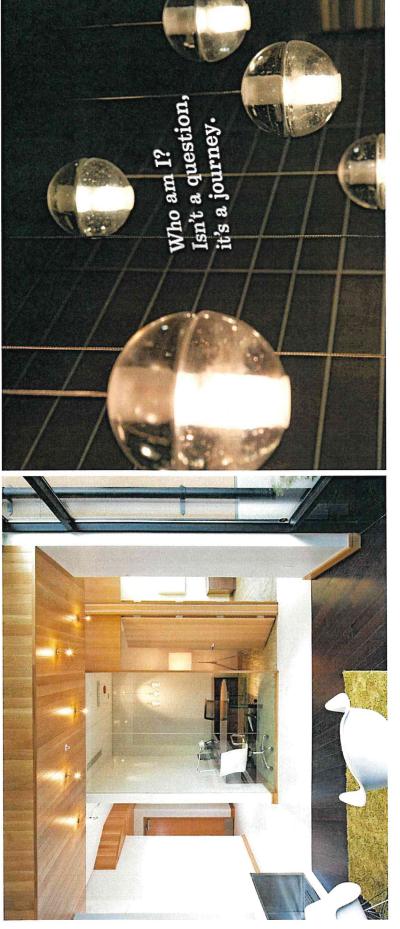




Martel Wealth Advisors Vancouver, Washington

place. The space is platted as a park-like experience, capturing the ever-changing views of the river and minimizing the separation between The serene setting and extraordinary sight lines of the project's location on the bank of the Columbia River presented our team of interior and experiential designers with the potent metaphor of a waterway journey. Conceived not only as a place of business but as a gathering interior and exterior landscapes. The site allowed Martel Wealth Advisors to maintain its high level of client service, expand its team and connect with the community.





Martel Wealth Advisors Vancouver, Washington

Team



Dardinelle Troen **CREATIVE DIRECTOR**

One part heritage craft, one part design spark, Dardinelle stirs up actually hearing!) what is most important to our clients. She stirs color, form and grace into her concoctions while listening (and this all up in her boundless inspiration machine and produces authentic designs that make blackbirds sing like Mama Cass. mobile 503 913 4179 | dardi@ditroen.com



Nick Thomas

Forecast: sunny and optimistic. Nick is a wide-ranging blue-sky thinker relationship builder, Nick shapes the conversations that makes things grow. Equal parts left brain and right brain, Nick is at home wrangling who knows how to bring it down to earth when the time comes. As a DESIGN DIRECTOR mobile 503 490 5482 | <u>nick@ditroen.com</u> spreadsheets or assembling artifacts and ideas.



ditroen.com

mail 1020 SE 7th Avenue PO Box 15233 Portland OR 97293 office 2662 NW Vaughn Street Portland OR 97210

CONSTRUCTION AND TREE SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is effective as of April 19, 2023 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon Owner Blvd, Canyon Owner, OR 97820, and Field's Tree Service, LLC ("Contractor"), an Oregon limited liability corporation, whose address is 265 Elkview Dr. #D, Canyon City, Oregon 97820.

RECITALS:

- A. Contractor is an Oregon construction and tree services contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services on a contract basis. Contractor's CCB License No. is 213473 and LCB License No. is 100212.
- B. Owner desires to perform certain landscaping, tree removal and landscape improvements on or about Owner rights-of-way and within Owner's property at Grant Union Jr./Sr. High School, located at 911 S. Canyon Blvd, John Day, OR 97845 (collectively, the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction and tree services concerning or related to the Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

- 1.1 <u>Description of Work.</u> Contractor will perform and complete the following tree removal and related landscaping construction work for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) those services described on the attached <u>Exhibit A</u>; and (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.
- 1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Work shall be Completed (as defined below) no later than June 30, 2023 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Owner determines, in its sole discretion, that the Work is complete in accordance with this Agreement.
- Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor a total fixed fee of \$36,500 based on Contractor's estimate (the "Fixed Fee") in Exhibit A. Upon completion of the Work, or portions of the Work, Contractor will submit an invoice or invoice(s) to Owner concerning the Work (the "Invoice"). Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Owner will not reimburse Contractor for any expenses incurred by Contractor to complete the Work. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

2. CONTRACTOR DUTIES, RESPONSIBILTIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

2.1 <u>General Duties</u>. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all

1/7-3.6.5

applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work, including all applicable public contracting provisions set forth on the attached Exhibit B; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representatives (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

- 2.2 <u>Independent Contractor; Independent Investigation</u>. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions.
- 2.3 <u>Limited Warranty.</u> Contractor guarantees and warrants the Work against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date Owner determines the Work is Completed. If Owner discovers a deficiency and/or defect in the Work, Contractor will commence repair or correction of the deficiency or defect within forty-eight (48) hours after Owner's written notice. Contractor will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to Owner). If Contractor fails to promptly complete the warranty work, Owner may employ a third party to complete the warranty work. All costs and expenses incurred by Owner to complete the warranty work will be reimbursed by Contractor immediately on Owner's written demand. Contractor warrants and guarantees all repair work for one year, commencing on the date the warranty work is completed to Owner's satisfaction. Contractor's warranty provided under this Section 2.3 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

3. <u>INSURANCE AND INDEMNIFICATION</u>

- Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Building with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.
- 3.2 <u>Indemnification</u>. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines,

3.6.5

costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

- 4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation hereunder), such act(s) or omission(s) will constitute a default by Contractor under this Agreement. Owner may terminate this Agreement immediately on written notice to Contractor if Owner determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 4.1.
- <u>Damages</u>. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. MISCELLANEOUS

- 5.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 5.2 <u>Time of Essence; Notices</u>. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.
- Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.
- 5.4 <u>Further Assurances; Termination; Survival</u>. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it

occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When Owner is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be Owner's sole discretion.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:	CONTRACTOR:
Grant School District 3,	Field's Tree Service, Inc.,
an Oregon special district	an Oregon limited liability corporation
By: Louis Dix, Superintendent	By: Raymond Field, Manager

3.6.5

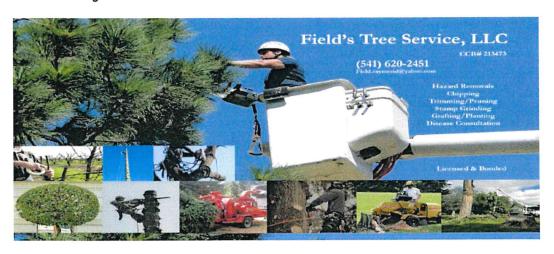
Exhibit A Description of Work

In addition to all other work and services identified in this Agreement, Contractor will perform the following Work subject to the terms and conditions contained in Contractor's Proposal, enclosed.

Work Estimate

Field's Tree Service, LLC (541) 620-2451 P.O. Box 370 John Day, OR 97845 Field.raymond@yahoo.com

Nick Green
Nick@catalyst.win
Grant Union High School



Job Detai

Tree trimming and removals in preparation for the construction of a perimeter fence on the North and West perimeters of the school grounds.

The primary objectives of the project will focus on hazard mitigation which includes trimming, and removals. Trimming methods includes canopy reduction, leverage reduction, preservation and aesthetic pruning.

All debris will be hauled off the grounds, with a few exceptions. A few of the larger logs will be utilized for bank stability, and flooding barriers.

Job location

Grant Union High School

Equipment Used:

Bucket Trucks, Excavators, Chippers, climbing, stump grinders and rigging gear.

Total estimated cost: \$36,500

EXHIBIT A – DESCRIPTION OF WORK {15264258-01284893;1}

Exhibit B Public Contracting Provisions

- (1) Contractor will make payment promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the Work provided for in this Agreement. [ORS 279C.505(a)]
- (2) Contractor will pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of the Agreement. [ORS 279C.505(b)]
- (3) Contractor will not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or materials. [ORS 279C.505(c)]
- (4) Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(d)]
 - (5) Contractor will demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) If the work involves demolition, this Agreement will contain a condition requiring Contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) If the work involves lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person in connection with this Agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor by reason of this Agreement. [ORS 279C.515(1)]
- (9) If Contractor fails, neglects, or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from the contracting agency or a contractor, Contractor will owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor on the amount due will equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. [ORS 279C.515(2)]
- (10) If Contractor fails, neglects, and/or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3) and (4)]
- (11) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee will be paid at least time and a half pay:
- (a) for all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (b) for all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is for consecutive days, Monday through Friday; and
- (c) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520(1)]

3.6.5

- (12) Contractor must give notice in writing to employees either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520(2)]
- (13) Contractor will give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of Work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520(5)(b)]
- (14) Contractor will promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contractor, or agreement for the purpose of providing or paying for the services. [ORS 279C.530(1)]
- (15) Contractor and any subcontractors working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279C.530(2)]
- (16) The existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by the Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. [ORS 279C.830 (1)(a)]
- (17) Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. [ORS 279C.830(1)(c)]
- (18) Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (7) or (8).
- (a) Contractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (4), (7), (8), or (9).
- (b) Contractor must require every subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any Work, unless exempt under ORS 279C.836 (7) or (8). [ORS 279C.830 (3)]

7/7

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is made and entered into effective April 19, 2023 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820 and Timber Basin Contractors, LLC ("Contractor"), whose address is 59160 Hwy 26, Mount Vernon, Oregon 97865.

RECITALS:

- A. Contractor is a licensed Oregon construction contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services on a contract basis. Contractor's Oregon CCB License No. is 196087 and telephone number is (541) 620-1854.
- B. Owner desires to construct certain improvements on or about that certain real property associated with Grant School District 3 Property at each of its three school buildings in John Day, Canyon City, and Seneca(collectively, the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction services concerning or related to the Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

CONSTRUCTION WORK; COMPENSATION

- 1.1 Description of Work. Contractor will perform and complete the following construction and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) safely construct a new fence and/or improve existing fencing at each of District's school campuses (and all related work) as further described in the plans and specifications included on the attached Exhibit A; and (b) all other work identified in the attached Exhibit A and all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement and in accordance with Contractor's proposal dated February 26, 2023 on the attached Exhibit B.
- 1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Contractor will commence performance of the Work promptly after Owner issues Contractor written notice to proceed. Contractor will prosecute completion of the Work diligently and continuously. The Work will be Completed (as defined below) no later than August 1, 2023 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Owner determines, in its sole discretion, that the Work is complete in accordance with this Agreement.
- Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor in accordance with the Fee Schedule on the attached Exhibit B. Contractor will submit a monthly invoice to Owner concerning the Work (the "Invoice"). Owner will pay the amount due under the Invoice within thirty (30) days after Owner has reviewed and approved the Work. Owner's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

2. CONTRACTOR DUTIES, RESPONSIBILTIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

1/8-3.6.6

- General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) 2.1 furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representatives (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.
- 2.2 Independent Contractor; Independent Investigation. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions.
- Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date Owner determines the Work is Completed. If Owner discovers a deficiency and/or defect in the Work, Contractor will commence repair or correction of the deficiency or defect within forty-eight (48) hours after Owner's written notice. Contractor will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to Owner). If Contractor fails to promptly complete the warranty work, Owner may employ a third party to complete the warranty work. All costs and expenses incurred by Owner to complete the warranty work will be reimbursed by Contractor immediately on Owner's written demand. Contractor warrants and guarantees all repair work for one year, commencing on the date the warranty work is completed to Owner's satisfaction. Contractor's warranty provided under this Section 2.3 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

3. INSURANCE AND INDEMNIFICATION

Insurance. Contractor will maintain public liability and property damage insurance against death or injury 3.1 to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Building with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the

right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 <u>Indemnification</u>. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

- 4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation hereunder), such act(s) or omission(s) will constitute a default by Contractor under this Agreement. Owner may terminate this Agreement immediately on written notice to Contractor if Owner determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 4.1.
- A.2 <u>Damages</u>. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. MISCELLANEOUS

- 5.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 5.2 <u>Time of Essence; Notices</u>. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.
- Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement

will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

- 5.4 <u>Further Assurances; Termination; Survival</u>. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 5.5 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When Owner is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be Owner's sole discretion.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

	CONTRACTOR:	
	Timber Basin Contractors, LLC	
	an Oregon limited liability company	
,		
	By: Clint Walczyk, Owner	
	,	

3.6.6

Exhibit A Description of Work

In addition to all other work and services identified in this Agreement, Contractor will perform the following Work subject to the terms and conditions contained in this Agreement:

Those services identified in Table 1 (with /without alternative):

Facility	Fencing (Dimensions)	Additional Materials / Specifications
GUHS	Chain Link Galvanized	Mangates: One (1) 72-in. Height
	Aluminum	Vehicle gates: One (1) 72-in. Height
	2-in. Diamond	Use well casing for posts where possible
	9 Gauge	
	72-in. Height	
	850 +/- Linear feet	
Humbolt	Chain Link Vinyl	Mangates: Two (2) sliding at each end of
	Fused Bonded PVC Coated	walkway
	Black Color	
	2-in. Diamond	Attach chain link fencing to existing posts
	9 Gauge	and poles for roof awning
	96-in. Height	
	450 Linear feet	Use well casing for rear posts or stem-wall
		if well casing is not installable

<u>Exhibit B</u> Fee Schedule and Contractor's Proposal

(Enclosed)

6/8 3.6.6

Exhibit B Quote Form

Date: Felo 26 Time: 8AM
2023 TO: Grant School District 3
Attn: Louis Dix, Superintendent
401 N. Canyon City Blvd Canyon City, OR 97820
Canyon City, On 97820
The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of Grant School District 3, hereinafter called "District"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).
Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.
Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.
Contractor agrees that if this Quote is accepted, Contractor will, within ten (10) days after notification of acceptance, execute an agreement with the District in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the District proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the Superintendent.
Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the District and fully complete the Project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.
CONTRACTOR INFORMATION
FROM: Contractor's Name: Timber Basin Contractors LLC
Primary Contact: Clint Walczyk
Address: 59160 HWY 326 City/State: Mount Vernon Oregon
Telephone: 541-620-1854
Facsimile:
CCB#: 196087
Operating as (strike out conditions that do not apply) an individual, (a Limited Liability Company, a Corporation,
organized and existing under the law of the State of OVADA, or a Sole Proprietorship, a
Partnership or teint Venture consisting of Clint and Joan Walcauk; Blowers
. [Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is
a resident of another state, specify state of residency:

9 – EXHIBIT B – QUOTE FORM

QUOTE:

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the plans prepared by Catalyst Public Policy Advisors, LLC (the "Plans"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, physical plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Services described by the aforesaid Plans and the Scope of Work (as defined in the Request for Quotes) for the following lump sum amount.

LUMP SUM QUOTE (BASE BID): ni ve his work of the Dollars (\$ 171,950

SENECA (ALTERNATE NO. 1) QUOTE: Sight of the Control of Dollars (\$ 85,600)

ADDITIONAL CRITERIA:

- Contractor will address the following criteria on a separate sheet and attach to this form:
 - a) Brief information concerning Contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
 - b) Identify the person(s) who will be assigned and responsible to oversee performance of the Services.
 - c) Include a work plan and accompanying time schedule for timely completion of the Services.
 - d) Contractor's experience, specific expertise, availability, project understanding, and any other factor related to Fencing Construction.
 - e) Acceptance with confirmation letter that this Project will be partially funded with Federal funds from The American Rescue Plan Act, 2021 (ARP Act or ARPA) Elementary and Secondary School Emergency Relief Fund III (ESSER III or ARP ESSER) and therefore Federal laws and regulations associated with that program are applicable and adhered to.

CONTRACTOR:

[Company Ivame]

ts:

8/8 306.6

Grant School District 3 Fencing Construction Services Quote

Due: February 28, 2023 4:00 PM

Timber Basin Contractors, LLC

CCB #196087

59160 Hwy 26 Mount Vernon, OR 97865

Clint & Joan Walczyk, Owners

541 620-1854 Clint

541 620-2917 Joan

3.6.7

A.Contractor Qualification and Services

Timber Basin Contractors, LLC is co-owned by Clint and Joan Walczyk. They specialize in fence building, juniper cutting, riparian and upland restoration. They also own and operate Wildland Fire Suppression engines. This diversity gives them the knowledge of a more rounded perspective from many different stakeholders.

Timber Basin Contractors, LLC has built many miles of fence in Grant County for local watersheds, private parties, local municipalities, and on state and federal lands.

The contractor has built many types of fences including (but not limited to): barb wire, board, buck and pole, chain link, cable and pipe fencing, and deer and orchard fence. The contractor can look at the various obstacles and set of variables for each project and build fences to withstand weather, ungulates, and provide protection.

Contractor has been licensed and bonded in Oregon since 2012 and has consistently built its company through quality workmanship and references.

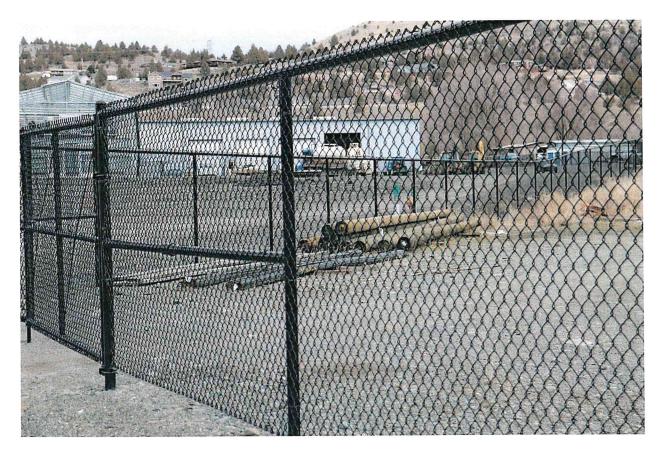
The contractor builds excellent fences using quality materials and great workmanship. Some examples of the chain link fences built in the past couple of years are:

1. John Day City Black Chain link Fence: Same type as school fences

The city fence that runs from Hwy 26 and encompasses the City Shop by the City Greenhouses. This fence was constructed using used oil well drill pipe for all uprights, bracing, and for the top rail. The pipe was pressure washed and painted black. The pipe provided a very sturdy, yet aesthetically pleasing fence with the black chain link fencing attached. Obstacles: uneven ground, driving pipe in tailings, short and long stretches of fence, gates at various locations for businesses.









2. Frontier Towing: Police Impound Site Security Fence:

This fence consisted of chain link pipe fence with barbed security wires attached on top the chain link. Project site was behind a motel and bordered a RV park.

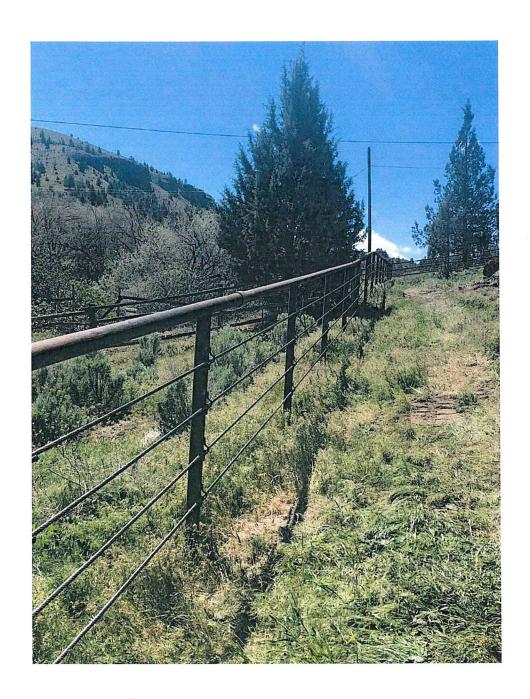
Obstacles: Working in hot weather with dry debris near residential areas, pounding posts in hard compacted areas with rock.



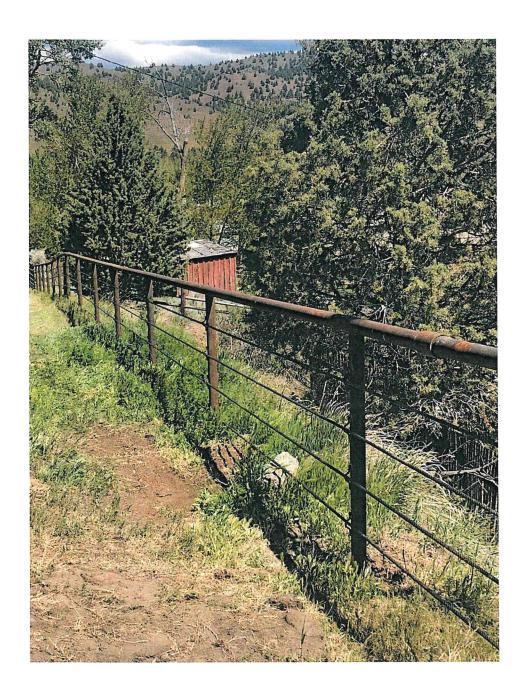


3. Local Business Owner's Home Acreage: Welded pipe

Pipe fencing was constructed around the back of a home and garden area. The fence enclosed the pasture and kept dogs in the back yard. This fence consisted of pipe posts, pipe rails with welded wire galvanized panels on part of the fence. The other pasture fence area was pipe fence with cable. Obstacles:



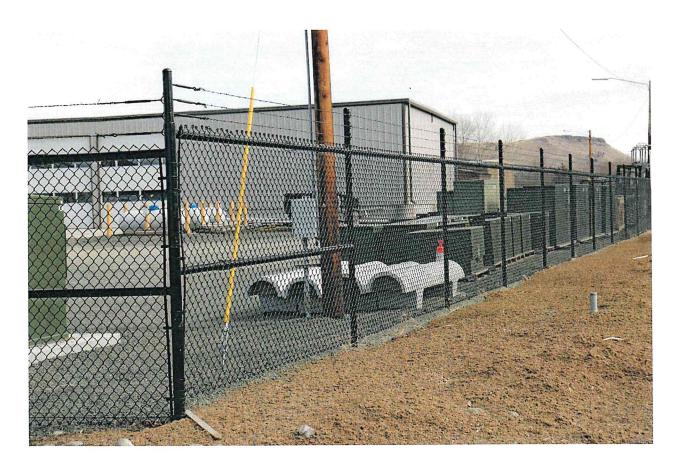
7/26 3.6.7



8/26-7

4. City of John Day and Oregon Trail Electric Security Fence:

Same specs as the school project, but school project won't have top pipe extensions with barb wire.

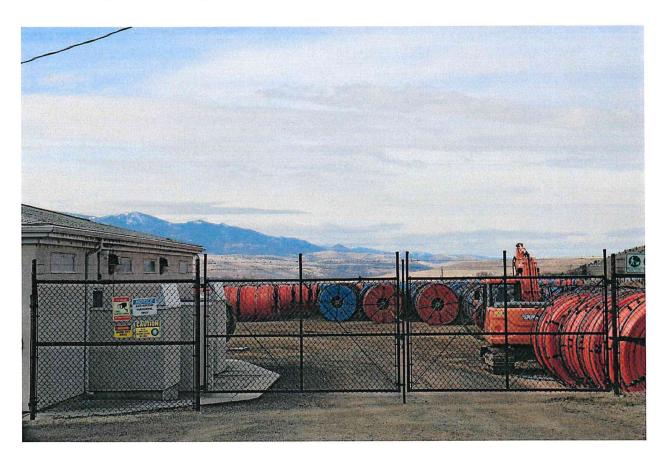


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5. Oregon Telephone Security Fence Old Mount Vernon School Area:

Tall security fence using chainlink materials and used oil well pipe







Outside view of Oregon Telephone Security Fence

Other fence types: (All fences show Timber Basin Contractors, LLC work and welded structures and pipe fencing)



Dayville Ranch fence



Farm fence for livestock with 2x4" no climb horse 4' wire





Pipe fence bordering an AirBnB





8' pipe and cable crossing fence on USFS property

15/26-7



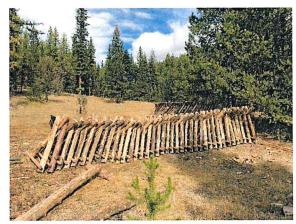
Ranch Fence with welded pipe structures, rocky with challenging terrain in areas



8 ft high pipe with 6' no climb horse fence for security with barb wire on top

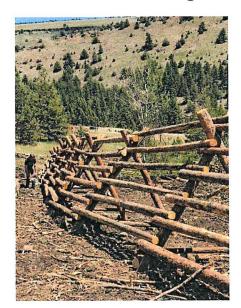


Tying off wire on tall pipe fence structures: John Day Ranch



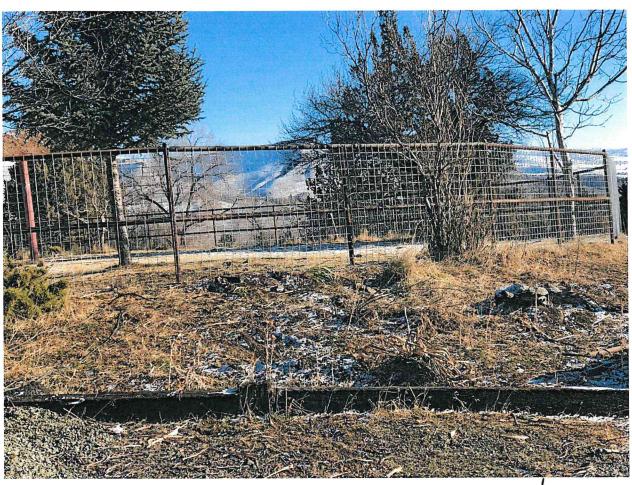


Buck and Pole Fences Long Creek Area





6 ft high pipe fence with 4" x 4" panels welded.



6 ft high pipe fence with 2x4" square panels welded on

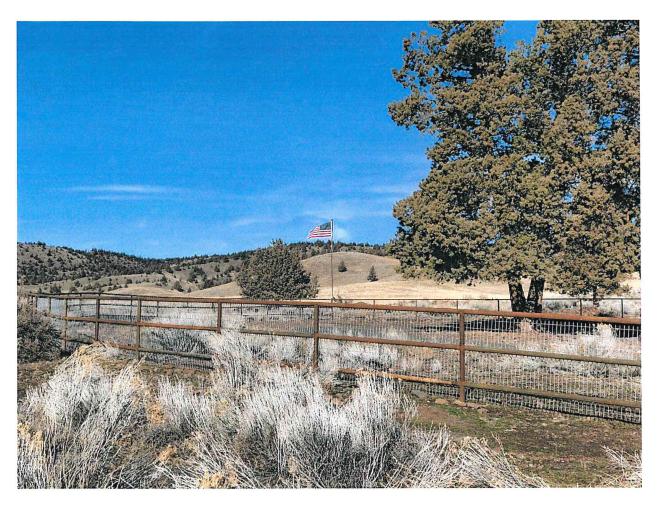


Pipe fence with entry way and 2x4" welded panels on 4' fence



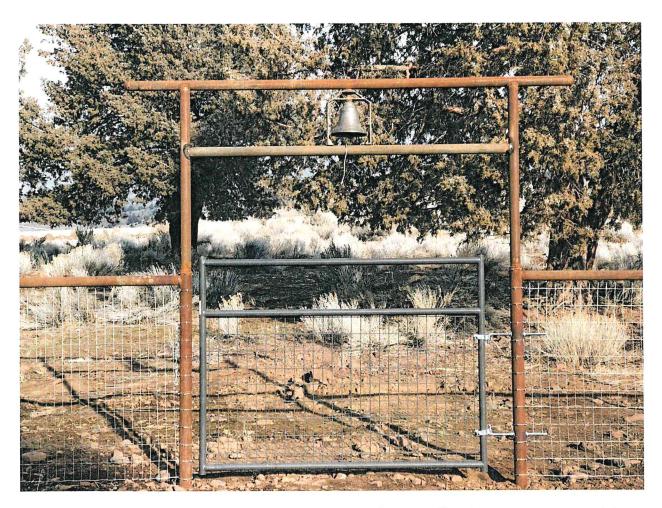
Ranch pipe fence with 2x4" knotted wire stretched

2/26-7



Ranch yard fence with 2x4" wire panels welded on

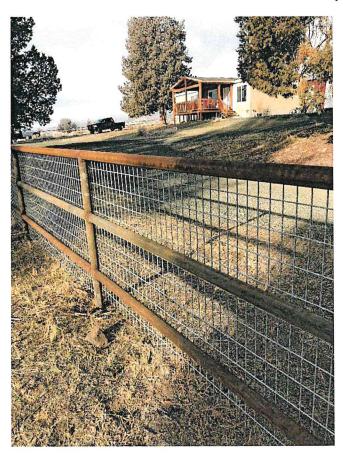
27/26 3.10.7



Antique Bell Welded entry way with 2 x4" wire squares with stretched knotted wire.



Ranch fence with knotted wire stretched on pipe fence.



48" Pipe fence with 2x4" wire panels welded on

B. Person(s) Overseeing Project:

Both owners (Clint and Joan Walczyk)of Timber Basin Contractors, LLC are licensed contractors, they will be both be working on the project and overseeing its quality and completion and performance of services required.

C. Work Plan and Time Schedule:

Due to safety concerns work would begin when students are out of school and would be completed during summer months. This would allow time for Grant Union to be cleaned up so equipment could access all areas of the fencing project. It would also allow Grant Union and the District time to mitigate the Cottonwood tree hazards which could fall into the fence or are leaning over the fence line area currently (through the use of a local Tree Service company with bucket trucks).

Starting work at Humbolt Elementary prior to school being out would be a noise and safety issue. There will need to be equipment onsite, posts pounded, and welding done outside of the classrooms. With safety and education in mind, this is not practical or in the best judgment to start when students are in the building.

25/26 3.6.7





Timber Basin Contractors, LLC not only builds quality products, but it also puts safety first. This is safety to people working, others in the area and also for the environment and structures. In hot, dry conditions the contractor has one of its USFS Approved Wildland Fire Engines onsite. Contractor maintains equipment in good condition and has newer equipment so there aren't leaks on site.

Being familiar with the District 3 schools and potential safety hazards to the students and staff, contractor has used the suggested specifications contained in the bid packet (which are based off of the John Day City Fences that the contractor has previously completed), but has made some alterations and ingenuity to create sturdy, appealing fences while providing security to those within.

SECTION 00310 BID

TO: Louis Dix

Superintendent

Grant County School District Office

450 East Main Street John Day, Oregon 97845

GRANT UNION HIGH SCHOOL - PARTIAL ROOF REPLACEMENT

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is in all respects fair and without fraud; that it is made without collusion with any official of Grant County School District and that the Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction detailed therein; that he/she has personally inspected the site; that he/she has satisfied himself/herself as to the quantities and qualities of materials, items of equipment and conditions of work involved, the means and technique of construction, and that this Bid is made according to the provisions and under the terms of the Contract Documents which are hereby made a part of this Bid.

The Bidder agrees to furnish all machinery, tools, labor, apparatus, and other means of construction, and do the work and furnish all the material necessary to complete the work which he/she shall be awarded in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Agent thereunder.

The Bidder further agrees to commence work promptly after the effective date of the "Notice to Proceed" and to complete, in all respects, the construction as set forth in Part B of the Contract Documents.

In the event a Bidder is awarded a Contract and shall fail to complete the work covered therein within the time limit, or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to Grant County School District by the Bidder at the rate set forth in the Contract Documents per working day until the work shall be finished.

The Bidder further proposes to accept as full payment for the work proposed herein the lump sum amount listed for each Schedule as follows:

GRANT COUNTY SCHOOL DISTRICT 00310-1
GRANT UNION HS PARTIAL ROOF REPLACEMENT

3.6.8

BID PRICE SCHEDULE FOR:

GRANT UNION HIGH SCHOOL – PARTIAL ROOF REPLACEMENT

			as
BASE BID PRICE	\$	1070,000	er of considerable flowers and residence
	-	1)	00
TOTAL BID PRICE	\$	1,070,000	00
		20	
TINE PRICEIC	Φ	20	per SF
UNIT PRICING	2=		per Sr
(Assume 5% Removal & Replacement	ıt	_	
5/8" Sheathing)		20 00	
UNIT PRICING	\$_	20	per SF
(Assume 5% Removal & Replacement	ıt		
Stucco and paint)			

(Name of Firm)

(Signature of Bidder)

The name of the Company wh	no is submitting this Bid is:	
IB'S Rooting	INC.	
doing business at 510	Street Address	
Caldwell_	Canyon	Idaho
City	County	State
which address is the address sent.	to which all communication	ns concerning this Bid and Contract shall be
have been examined as part of the above space.) The Preside	f the Contract Documents. ents Executive Order 11246 adiscrimination in Employ	through have been received and (If none have been received, write "none" in , the Certification of Nonsegregated Facilities ment contained herein and executed by the
employee an amount not less work in the same trade or oc whose type of work is not co	than the prevailing rate of cupation in the locality wh vered by any of the classif	preparing the Bid submitted, shall pay each wage, as determined by BOLI, for an hour's tere such labor is performed. Any employee fied wage rates shall be paid not less than the early corresponds to the type of work to be
The name of the printing individuals submitting this Bi		poration, or members of the partnership, or
Royald L. Clapp	· · · ·	President
Melissa 3. Cla	PP , =	Secretary
The name of the Bidder is:	JB's Roalin	y Inc.
	83114 Contractor Board	Registration Number
	Signature of Bide	l Clapp
mid -	214	2/18/
Title:	3/15/2023	26.8
		J.

SECTION 00330 LIST OF SUBCONTRACTORS

Services and Suppliers

PROJECT NAME: GRANT UNION HIGH SCHOOL – PARTIAL ROOF REPLACEMENT

BID CLOSING DATE: March 16, 2023 TIME: 2:00 P.M.

The Bidder shall submit the name, business address, and portion of work (description of work to be performed) for each subcontractor that will be used in the Project work if the Bidder is awarded the contract. The bidder shall submit this form directly to the Superintendent of Business Services with the bid or within (40) working hours after the advertised bid closing date and time. The disclosure shall include all first-tier subcontractors that will be furnishing labor, or labor and materials whose contract value equals or exceeds: five percent (5%) of the Contract Price or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the contract bid. The bidder must also disclose the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. Failure to submit this form by the disclosure deadline will result in a non-responsive bid that will not be considered for award.

1.	Bid Item No.(s) 074280, Bid Item Name(s): 5heet metal flashing and tolk
	Subcontractor/ Suppliers Name: Woodland and Associates. Inc
	CCB# 10419 Address: 6583 Supply Way Boise Id. 83716
	Dollar Value of Contract 157, 737
	Description of Services/Category of Work: Fasera, leather, Coping Cap,
	Surface mount Flashing
2.	Bid Item No.(s) 070150.19, Bid Item Name(s): Preparetion for Leroston
	Subcontractor/ Suppliers Name: Rodriguez Constructives LLC
	CCB # 13067 Address: 8985 Bowmont Rd. Nanya Id. 8368
	Dollar Value of Contract 172, 000, 00
	Description of Services/Category of Work: Remove existing Rooky, insect
	deck, Tushall SA vapor barrier
	1/18
	3.6.8

00330-1

3.	Bid Item No.(s)	, Bid Item Name(s):				
	Subcontractor/ Suppliers Name:					
	CCB #	Address:				
	Dollar Value of Contract					
	Description of Services/Categ	ory of Work:				
4.	Bid Item No.(s)	, Bid Item Name(s):				
	Subcontractor/ Suppliers Name:					
	CCB #	Address:				
	Dollar Value of Contract					
	Description of Services/Category of Work:					
		1 1				
-	Bis Rooting Tise,	3 15 2023				
Name	of Bidder	Date				
	2111 / Man					
Signat	ture Lagge					
~ 8	7 14					
Title	residen					
1 1010						

***<u>NOTE</u>: If you have more than four subcontractors, submit the above information for each on a separate sheet.

***NOTE: Any proposed changes in the above list after award shall be subject to the prior review and approval of the Owner and in no case shall have the effect of increasing the Contract Amount.

3.6.8

SECTION 00340 BIDDER CERTIFICATIONS

The Bidder hereby certifies the following:

A. <u>Non-discrimination</u>: The Bidder certifies that it does not and will not maintain or provide for it's employees any segregated facilities at any of it's establishments, and that it does not and will not permit it's employees to perform their services at any location, under it's control, where segregated facilities are maintained. The construction Contractor agrees that it will obtain identical certifications from proposed subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in it's files. The Bidder further certifies pursuant to ORS 279.111 that Bidder has not discriminated against minority women or emerging small business enterprises in obtaining any required subcontractors.

B. <u>Resident Bidder</u>: The Bidder hereby certifies that it: is ____ is not ___ a "resident bidder". Resident bidder means a bidder that has a business address in the State of Oregon and has paid unemployment taxes or income taxes in Oregon during the twelve (12) calendar months immediately preceding submission of the bid.

C. Employee Drug Testing Program: The bidder hereby certifies that it has an employee drug testing program in place and a copy of its program is included with the bid submittal.

Name of Bidder

Signature

Title

Date

(Please Print or Type)

6/18

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Typed Name and Title of Certification Official

Signature

Date

Drug and Alcohol Testing Policy

JB's Roofing, Inc. is committed to protecting the safety and well-being of all employees in our workplace. We recognize that alcohol abuse and drug abuse pose a significant threat to our goals. For this reason, we have established a drug-free workplace policy that balances our respect for individuals with the need to maintain an alcohol- and drug-free environment.

Any individual who conducts business for JB's Roofing, Inc. or applies for a position with the company is covered by our drug-free workplace policy. Our policy includes, but is not limited to, full-time employees, part-time employees, volunteers, contractors, interns and applicants. Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for JB's Roofing, Inc.. Therefore, this policy applies during all working hours, whenever an individual is conducting business or representing the company, and while an individual is on call, on company property and at company-sponsored events.

It is a violation of this policy to use, sell, possess, trade and/or offer to sell alcohol, illegal drugs or intoxicants. In accordance with the federal Drug-Free Workplace Act, individuals convicted of a criminal drug violation, including misdemeanors, occurring on company property or company time must notify JB's Roofing, Inc. within five calendar days of the conviction. This includes any findings of guilt, pleas of "no contest" and impositions of fines, jail sentences or other penalties. The company will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Disciplinary Actions

Employees who test positive for drugs and/or alcohol, or who refuse to submit to testing, will be subject to disciplinary action(s), up to and including termination. An employee who tests positive for drugs and/or alcohol will be required to complete any (or all) of the following actions before he or she is allowed to return to work:

- Sign the Rehabilitation Agreement form
- Successfully complete an assessment and/or treatment for drug and/or alcohol abuse
- Receive a certification issued by a qualified medical professional stating that he or she is free from drug and/or alcohol use
- Take a drug and/or alcohol test, receive negative test results and consent to follow-up testing

Testing

Employees are subject to random drug and alcohol testing at any time, with or without notice.

To ensure accuracy and fairness, all testing will be conducted according to Substance Abuse and Mental Health Services Agency (SAMHSA) guidelines, where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer,

JB's Roofing, Inc.

Printed 01/01/2023

including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

- Pre-employment Testing: Every job applicant will be required to take and pass a drug and/or alcohol test before he or she may officially be hired by JB's Roofing, Inc.. Each applicant will be notified that a drug and/or alcohol test is required as part of the interview process and that any and all job offers are contingent upon successfully passing a drug and/or alcohol test.
- Periodic Group Testing: Employees will periodically be required to submit a specimen for an
 unannounced drug and/or alcohol test. Employees will be given short notice of the test and
 will be told when the testing will occur.
- Random Testing: All employees are subject to random testing. Typically, our testing
 provider, rather than JB's Roofing, Inc. will conduct the selection of employees required to
 participate at any given date. Random testing will take place as required by law, contract or
 industry practice.
- Reasonable Suspicion Testing: If there is suspicion that an employee is under the influence
 of drugs and/or alcohol while on company property or time, the employee will be required to
 take a drug and/or alcohol test. Reasonable suspicion will be based on observable instances
 or actions such as, but not limited to, the following:
 - Dangerous conduct
 - Unexplained decrease in job performance
 - Hostile interpersonal relations
 - Possession of drug paraphernalia
 - Noticeably reduced short-term memory
 - Physical symptoms (including bloodshot eyes, slurred speech and vomiting)
 - Anxiety
 - Inability to concentrate
- Post-accident Testing: Employees who are directly involved in, or whose actions contributed to, an accident on the job may be required to submit to a drug and/or alcohol test if there is reasonable suspicion that there is a connection between the incident and the use of drugs or alcohol. Testing will take place as soon as possible after the incident occurs. Accidents include all Occupational Health and Safety Administration (OSHA) recordable incidents, actions or omissions that result in near-miss accidents, and accidents involving injury requiring first aid or off-site medical attention. Accidents also include property damage caused by human error.
- Follow-up Testing: Employees who have tested positive for drugs and/or alcohol, and employees who have attended drug and/or alcohol-related counseling may not return to

work until they have been evaluated by a medical professional in a substance abuse treatment facility and have successfully passed a drug and/or alcohol test. Employees who return to work will be subject to follow-up tests, all of which will be unannounced.

Any employee who tests positive will be immediately removed from duty.

Each of the following actions constitutes a refusal to submit to testing:

- Failure to provide an adequate urine, blood, breath or saliva specimen for a drug and/or alcohol test without a valid medical explanation
- Failure to be escorted to a testing facility
- Tampering with, adulterating or diluting a specimen
- Refusing to sign a Chain of Custody form at the testing facility

Employees do have the option to refuse to submit to drug and/or alcohol tests; however, doing so will constitute a violation of this policy. Refusal to take a drug and/or alcohol test will also be considered a positive test result, which subjects the employee to disciplinary action(s). Job applicants who refuse to submit to drug and/or alcohol testing will be not considered for employment.

Collection of Specimens and Testing

JB's Roofing, Inc. subscribes to the collection and testing procedures outlined by SAMHSA. This protocol protects the privacy and confidentiality of the employee. Under certain circumstances, protocol requires that specimen donors provide a fresh specimen in the presence of a witness; however, this only occurs if there is suspicion of any of the following:

- The specimen is not from the donor.
- The specimen was altered or tampered with.
- The collection is part of a post-treatment monitoring program.
- The donor adulterated the previous specimen.

All specimens collected for drug and/or alcohol testing will be processed using employees' Social Security numbers as identification to ensure confidentiality.

Necessary Forms

Specimens will be tracked using a Custody and Control Form from the point of submission through destruction. Employees submitting specimens will be required to sign the Custody and Control Form. If an employee does not sign this form, a retest will be requested. An employee who refuses to sign after it is requested of him or her will be considered as having refused testing and will be subject to 10/18 disciplinary action.

Laboratory Testing

All drug and/or alcohol testing will be conducted in a laboratory certified by Department of Health and Human Services (HHS), according to the following procedures: (1) specimens will be screened for amphetamines, benzoylecgonine (cocaine), opiates, phencyclidine (PCP) and tetrahydrocannabinol (THC or marijuana); and (2) test results will be confirmed by gas chromatography/mass spectrometry (GC/MS). JB's Roofing, Inc. reserves the right to test for other substances as well.

No specimen will be considered positive until it has been confirmed at the level established by HHS. If no established levels have been set by HHS for a tested substance, JB's Roofing, Inc. will hold the testing facility responsible for establishing an acceptable level.

Test results for alcohol revealing a blood alcohol content of .04 or greater will be considered positive.

Results

Positive test results will be reported to the Medical Review Officer (MRO), who will then contact the employee to discuss the results. Should the MRO be unable to contact the employee, he or she will contact JB's Roofing, Inc. for assistance. If the MRO cannot make contact with the employee within five days of testing or the results reveal a major safety concern, the MRO may disclose positive test results to JB's Roofing, Inc.. At that point, JB's Roofing, Inc. reserves the right to take the employee off active duty until the MRO is able to contact the employee. When the MRO does contact the employee, and only if he or she can provide a viable reason for why the test came back positive, then the positive test result will be reported to JB's Roofing, Inc. as negative.

Use of Prescription Medications

Nothing in this policy prohibits the appropriate use of prescription medication as legally prescribed by a licensed physician. If an employee is taking prescription medication with potential side effects that may infringe on the safety of the employee or others, he or she must notify JB's Roofing, Inc.. Failure to do so may result in disciplinary action, up to and including termination.

JB's Roofing, Inc. may contact the employee's physician to investigate whether it is necessary to impose restrictions on job duties as a result of the employee's use of prescription medication. If JB's Roofing, Inc. and the physician determine that the employee should be removed from performing his or her job duties, JB's Roofing, Inc. will notify the employee immediately.

Confidentiality

Results of all drug and/or alcohol testing will be kept separate from employee personnel files and treated as confidential information. No results, whether positive or negative, will be shared with anyone outside of the employee's direct supervisory chain of command, except when necessary for treatment or physician confirmation purposes.

NOTE: JB's Roofing, Inc. may disclose the results of a drug and/or alcohol test to decision-makers in a lawsuit, grievance or other proceeding initiated by or on behalf of the employee.

Employee Assistance Program Policy

JB's Roofing, Inc. knows that substance abuse problems affecting individual employees may also affect their job performance and personal lives. Although employees can usually resolve issues on their own, at times, they may benefit from additional assistance. JB's Roofing, Inc. offers a free and confidential counseling service to employees and their family members (if applicable). This Employee

Drug and Alcohol Testing Policy | 4

Assistance Program (EAP) includes short-term counseling as well as referral services. This service is staffed by specialists qualified to assist with alcohol, drug, medical, marital, financial, legal, family and emotional problems.

The EAP is available to all employees, but is not required except when job performance, attendance or job responsibilities are negatively affected. All employees are welcome to make use of these services to better their personal lives.

In addition, an employee who voluntarily comes forward before violating this policy will be given the opportunity to seek treatment in accordance with the Voluntary Rehabilitation Agreement. In the event of a positive drug and/or alcohol test result, JB's Roofing, Inc. will refer the individual to available resources, either at the employee's expense, or, if applicable, as covered by the company's health plan. Prior to entering treatment, the employee will be required to sign a form consenting to the release of information regarding his or her treatment and return to work status. Upon leaving the treatment facility, an evaluation will be required to demonstrate that treatment was completed successfully.

If treatment requires time away from work, the time will be unpaid, unless paid vacation, sick leave or other earned time away is used. Upon return to work, JB's Roofing, Inc. will remain in contact with the treatment facility to ensure ongoing compliance with the recommended treatment. In addition, the employee will be required to submit to drug and/or alcohol testing for up to 60 months, at the discretion of JB's Roofing, Inc.. Should the individual test positive for any substance at any point during that time, he or she will be immediately terminated.

13/18

SECTION 00350 NONDISCRIMINATION IN EMPLOYMENT

To: Grant County School District

Regarding a Construction Contract for:

GRANT UNION HIGH SCHOOL - PARTIAL ROOF REPLACEMENT

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order No. 11246 dated September 24, 1965, the undersigned will not discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order No. 11246.

Copies of this notice will be posted by the undersigned in conspicuous places to employees or applicants for employment upon award of the above Contract(s).

Signature

NONDISCRIMINATION IN EMPLOYMENT

SECTION 00360 Grant County School District BID BOND

BID-0017735

BIDDER/PRINICIPAL (Name and Address):

J.B.	's	Rc	ofin	ıg,	Inc.
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510 W. Laurel St.	P.O. Box 519	
Caldwell, ID 83605	Caldwell, ID 83606	

Phone: 208.545.9162

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company

1001 4th Avenue, Suite 3800	P.O. Box 34670
Seattle, WA 98154	Seattle, WA 98124

Phone: 206.473.6210

OWNER:

Grant County School District 401 N. Canyon Blvd Canyon City, Oregon 97820

BID:

Bid Due Date: March 16, 2023

Project (Brief Description Including Location)

Roof Replacement
401 N. Canyon Blvd.
Canyon City, Oregon 97820

BOND:

Bond Number: BID -0017735

Penal Sum: Ten Percent (10%) of the Total Amount Bid (T.A.B.) 10% of the T.A.B. (Words) Not less than 10% of bid total (Figures)

WHEREAS, the Bidder/Principal above-named is herewith submitting its bid to the Owner on the above-referenced Project; and

WHEREAS, the Owner is requiring the Bidder/Principal to provide Owner with bid security in an amount not less than ten percent (10%) of the total amount of the bid submitted by Bidder/Principal;

GRANT COUNTY SCHOOL DISTRICT
GRANT UNION HS PARTIAL RE-ROOF

00360-1

BID BOND

NOW, THEREFORE Bidder/Principal and Surety hereby agree to the following:

- 1. Bidder/Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER, upon default of Bidder, the penal sum set forth above.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Contract, Performance Bond, Payment Bond and proof of insurance required by the Bid Documents.
- 3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Contract, Performance Bond, Payment Bond and proof of insurance required by the Bid Documents; or
 - 3.2 All Bids are rejected by OWNER; or
 - OWNER fails to award the contract within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to award the Contract agreed to in writing by OWNER and Bidder, provided that the total time for awarding the Contract including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date specified above.
- 7. Any suit or action under this Bond shall be commenced only in the Grant County Circuit Court.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid and shall be deemed to be effective the earlier of actual receipt or two (2) days after mailing.

00360-2

- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if fully set forth. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a bid, offer or bid as applicable. The addresses listed above are to be used for giving required notice. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms hereinabove set forth, do each cause this Bid Bond to be duly executed on its behalf by it's authorized officer, agent, or representative.

DATED: March 15th, 2023	DATED: March 15th, 2023
BIDDER	SURETY

J.B.'s Roofing, Inc. (Seal) The Ohio Casualty Insurance Company (Seal)

Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: Ronald L. Clapp
Signature and Title President

Signature and Title Attorney-in-Fact (Attach Power of Attorney)

Attest: ESTIMATOR

Signature and Title

Attest: Signature and Title

16/18

, Clinton Paskewitz



The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal; J.B.'s Roofing Inc	
Agency Name: ASSOCIATED INSURANCE SERVICES LLC	Bond Number: BID-0017735
Obligee: Grant County School District	
Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount	

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Clinton Paskewitz in the city and state of Boise, ID, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.

OHO JANA MANESHINA

The Ohio Casualty Insurance Company

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044

My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 15th day of March , 2023



Renee C. Llewellyn, Assistant Secretar

17/18

eBonding_POA

LICENSED INSURED

P.O. Box 519 Caldwell, ID 83606

Boise-Meridian 208-888-5711 Nampa-Caldwell 208-454-9162 Payette-Ontario 208-642-1133 Fax 208-454-0121

info@jbsroof.com

Jobs Completed By JB's Roofing In The Last 7 Years:

Baker City, Oregon Middle School Seismic Reroof, 140sq Roofing

PCCC Ontario, Oregon Reroof, 700sq Roofing

Gateway Elementary School Nampa, Idaho Reroof, 600sq Roofing

Mountain Home, Idaho West Elementary School Reroof, 650sq Roofing

18/18



INTENT TO AWARD ANNOUNCEMENT Grant Union Roof Replacement

Date: 03/23/23

The Grant County School District intends to award the contract for <u>Grant Union High School Roof Replacement</u> to **JB's Roofing**, pending GCSD School Board Approval at their April 19th Board Meeting. This award will be for the services described in the RFP, plans, specifications, associated addenda (if applicable), and JB's Roofing bid submittal.

If you have any questions or concerns, please feel free to contact us. We at the Grant County School District truly appreciate all the interest and efforts put forth in preparing your proposal for this very important project.

Thank you,

Louis Dix Superintendent Grant County School District 911 S. Canyon Blvd John Day, OR 97845

CC: Tim Barton ZCS Engineering & Architecture 524 Main Street Suite 2. Oregon City, OR 97045

3.6.9