

# OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT

## REGULAR MEETING of the GOVERNING BOARD

Tuesday, May 26, 2020

### AGENDA

**TIME:** 4:00pm **PLACE:** Teleconferencing via Zoom

<https://us04web.zoom.us/j/73317051513?pwd=QnlEc2xsZWZRS3ExVXZ6OWthVml0UT09>

**Meeting ID:** 739 9687 9271

**Password:** 3GMHV0

### CALL TO ORDER AND ROLL CALL

### BOARD MEMBERS:

Mr. Doug Mederos, President

Mr. John Mendonca, Clerk

Mr. Joey Benevedes, Trustee

Mr. Mark Nunes, Trustee

Mr. Joseph Meneses, Trustee

### PLEDGE OF ALLEGIANCE

### (1.0) APPROVAL OF MINUTES

1. The minutes of the regular meeting held on May 12, 2020 are presented for Board approval.

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (      )

### (2.0) QUESTIONS FROM THE FLOOR AND INTRODUCTIONS OF GUESTS

At this time, any person wishing to speak to any item not on the agenda for this meeting may be granted **(5) minutes** to speak to the Board with a maximum time of 15 minutes per item, unless otherwise extended by the board.

(Action cannot be taken on anything that is not already on the agenda).

### (3.0) CORRESPONDENCE: None

### (4.0) ADMINISTRATORS' REPORTS

1. *Superintendent's Report*
  - A. *Update on COVID 19, instructional program, and budget forecast*
2. *Principal's Report*
  - A. *Graduation*
  - B. *Facilities update*

### (5.0) BUSINESS SERVICES

- 1.) Approve authorization to pay vouchers as presented.

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

- 2.) Approve budget revisions as presented.

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

**(6.0) DISTRICT ADMINISTRATION**

- 1.) Approval of STEAM Lab proposal.

Costs: \$23,087.50

Funding Source: REAP Federal Funds

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

- 2.) Approval of ERATE consulting services with Infinity Communications and Consulting.

Costs: \$3,700 annually for three years. Contract thru June 30, 2023.

Funding Source: General Fund

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

- 3.) Approval of TCOE Library Media Services.

Costs: \$4,900 for one year, July1, 2020-June 30, 2021

Funding Source: LCAP

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

- 4.) Statement of Need approval for Substitute Teachers for 20-21SY.

Costs: None

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

- 5.) Approval of Declaration of Need Form for 2020-20SY

Costs: None

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

- 6.) Approval of Business Support Services Agreement with TCOE

Costs: \$19,916 for one year, July1, 2020-June 30, 2021

Funding Source: General Fund

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

- 7.) Approval of Resolution No. 2020-03 ordering regular Governing Board Member Elections and the specifications of that order.

Costs: None

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

**(7.0) ORGANIZATIONAL BUSINESS**

(Consideration of any item any member of the Board wishes to place on the Agenda for the next meeting.)

**(8.0) ADJOURNMENT**

Motion by \_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

**ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING**

**June 9, 2020 @ 4:00 PM Virtually via Zoom**

This agenda may be made available in an appropriate alternative format for a person with a disability, upon request. If a disability-related modification or accommodation, including auxiliary aids or services, is needed, please contact **Heather Pilgrim, Ed.S., Superintendent**, at least one week in advance of the meeting, at **688-2909**. Requests made closer to the meeting may not be able to be accommodated.

# OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT

## REGULAR MEETING of the GOVERNING BOARD

Tuesday, May 12, 2020

### MINUTES

**TIME:** 4:00pm **PLACE:** Teleconferencing via Zoom

<https://us04web.zoom.us/j/73317051513?pwd=QnlEc2xsbWZRS3ExVXZ6OWthVml0UT09>

**Meeting ID:** 733 1705 1513

**Password:** 5mYNRv

### CALL TO ORDER AND ROLL CALL @ 4:09

### BOARD MEMBERS:

Mr. Doug Mederos, President	Present
Mr. John Mendonca, Clerk	Present
Mr. Joey Benevedes, Trustee	Present
Mr. Mark Nunes, Trustee	Present
Mr. Joseph Meneses, Trustee	Present

### PLEDGE OF ALLEGIANCE

### (1.0) APPROVAL OF MINUTES

1. The minutes of the regular meeting held on April 28, 2020 are presented for Board approval.

Motion by \_\_\_JM\_\_\_ Second \_\_\_JB\_\_\_ ACTION (5-0 )

### (2.0) QUESTIONS FROM THE FLOOR AND INTRODUCTIONS OF GUESTS

At this time, any person wishing to speak to any item not on the agenda for this meeting may be granted **(5) minutes** to speak to the Board with a maximum time of 15 minutes per item, unless otherwise extended by the board.

(Action cannot be taken on anything that is not already on the agenda).

### (3.0) CORRESPONDENCE: None

### (4.0) ADMINISTRATATORS' REPORTS

#### 1. *Superintendent's Report*

##### *A. Update on COVID 19, instructional program, and budget forecast*

*Superintendent Pilgrim gave an update on the status of student work packets being distributed and returned, and an update on the Governor's budget with ideas on how to cut costs.*

##### *B. Superintendent Evaluation*

*Superintendent Pilgrim gave her self-evaluation to the board for review.*

#### 2. *Principal's Report*

##### *A. End of year procedures*

*Principal Baxter explained how the students would return their school items and pick up personal items during the week of May 26-29. Each grade will come during a 2 hour block with social distancing in the multipurpose room.*

**B. Graduation**

*Principal Baxter explained how graduation would be conducted while abiding by social distancing. A video of graduation will be on the website and YouTube on June 3 for everyone to watch.*

**(5.0) BUSINESS SERVICES**

- 1.) Approve authorization to pay vouchers as presented.

Motion by \_\_\_JM\_\_\_\_\_ Second \_\_\_JB\_\_\_ ACTION ( 5-0 )

- 2.) Approve budget revisions as presented.

Motion by \_\_\_JB\_\_\_\_\_ Second \_\_\_MN\_\_\_ ACTION ( 5-0 )

**(6.0) DISTRICT ADMINISTRATION**

- 1.) First read of Board Policy Updates: March 2020 and April 2020  
*Informational only.*

- 2.) Approval of Classified Salary Schedule updates.  
*This item was tabled until next board meeting. Board would prefer to have salary schedule updated to the new minimum wage starting in Jan 2021 and a list of job titles aligned with classifications.*

Motion by \_\_\_N/A\_\_\_\_\_ Second \_\_\_\_\_ ACTION (     )

**(7.0) CLOSED SESSION**

- 1.) Employment, Resignations, Transfers, etc. of Certificated and Classified Personnel (Gov. Code, § 54957)

**(8.0) RECONVENE IN REGULAR SESSION**

**(9.0) ACTION RELATED TO PERSONNEL**

- 1.) Employment, Resignations, Transfers, etc. of Certificated and Classified Personnel (Gov. Code, § 54957)

*Approval of Crystal Alves resignation from TK.*

Motion by \_\_\_JB\_\_\_\_\_ Second \_\_\_MN\_\_\_ ACTION ( 5-0 )

**(10.0) ORGANIZATIONAL BUSINESS**

(Consideration of any item any member of the Board wishes to place on the Agenda for the next meeting.)

1. Salary Schedule for Classified
2. Plan for cuts
3. Plan for reopening
4. Survey for parents

**(9.0) ADJOURNMENT @ 6:25pm**

Motion by \_\_JB\_\_\_\_ Second \_\_JM\_\_\_\_ ACTION ( 5-0 )

**ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING**

**May 26, 2020 @ 4:00 PM Virtually via Zoom**

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## Accounts Payable Final PreList - 5/15/2020 8:11:48AM

\*\*\* FINAL \*\*\*

Batch No 316

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
012735	BUENA VISTA	PV-200484	5/4/2020		19/20-09		010-00000-0-11100-10000-58000-0-0000 APRIL 60% SALARY + BENEFITS S. HORTON	\$7,106.89		
							<b>Total Check Amount:</b>	<b>\$7,106.89</b>		
013911	CALIFORNIA WATER SERVICES	PV-200493	4/30/2020		0043047		010-81500-0-00000-81100-58000-0-0000 WATER TREATMENT REPORT/SANITARY SURVEY/REPAIRS	\$3,541.59		
							<b>Total Check Amount:</b>	<b>\$3,541.59</b>		
014035	FIRST QUALITY PRODUCE	PV-200485	5/11/2020		352396		130-53100-0-00000-37000-47000-0-0000 FRUITS AND VEGETABLES	\$814.25		
							<b>Total Check Amount:</b>	<b>\$814.25</b>		
013478	LANCASTER, STEVEN	PV-200486	5/11/2020		NONE		010-00000-0-00000-72000-43000-0-0000 REIMB FOR DIPLOMA PAPER	\$26.03		
							<b>Total Check Amount:</b>	<b>\$26.03</b>		
012481	OAK VALLEY UNION SCHOOL DIST	PV-200487	5/8/2020		NONE		010-00000-0-00000-72000-59000-0-0000 POSTAGE STATUS OF SC OPENING/ K INTER DIST APROV	\$275.00		
							<b>Total Check Amount:</b>	<b>\$275.00</b>		
013152	OFFICE DEPOT	PV-200488	5/6/2020		NONE		010-58126-0-11100-10000-43000-0-0000 REAP-CLASS LIBRARY/ INST & ADMIN SUPPLIES	\$310.30		
	OFFICE DEPOT		5/6/2020		NONE		010-00000-0-11100-10000-43000-0-0000	\$102.73		
	OFFICE DEPOT		5/6/2020		NONE		010-00000-0-00000-72000-43000-0-0000	\$415.50		
							<b>Total Check Amount:</b>	<b>\$828.53</b>		
011872	PRODUCERS DAIRY FOODS INC.	PV-200489	5/9/2020		6185		130-53100-0-00000-37000-47000-0-0000 MILK AND MILK PRODUCTS	\$505.80		
							<b>Total Check Amount:</b>	<b>\$505.80</b>		
012478	SoCalGas	PV-200490	5/7/2020		4/8/20-5/7/20		010-00000-0-00000-82000-55000-0-0000 NATURAL GAS USAGE 4/8/20 THRU 5/7/20	\$138.38		
							<b>Total Check Amount:</b>	<b>\$138.38</b>		

## Accounts Payable Final PreList - 5/15/2020 8:11:48AM

\*\*\* FINAL \*\*\*

Batch No 316

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
013693	TULARE COUNTY SUPT. OF SCHOOLS	PV-200491	4/28/2020		201882		010-00000-0-11100-10000-58000-0-0000	\$12,759.76		
							SCICIN 6TH GRADE 5 DAY TRIP			
							<b>Total Check Amount:</b>	<b>\$12,759.76</b>		
013708	WIZIX TECHNOLOGY GROUP, INC.	PV-200492	4/28/2020		158286-85		010-00000-0-11100-10000-58000-0-0000	\$151.83		
							COPIER USAGE FOR 4/11/20 THRU 5/10/20			
							<b>Total Check Amount:</b>	<b>\$151.83</b>		



## Accounts Payable Final PreList - 5/15/2020 8:11:48AM

\*\*\* FINAL \*\*\*

Batch No 316

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Total District Payment Amount:

\$26,148.06

## Accounts Payable Final PreList - 5/15/2020 8:11:48AM

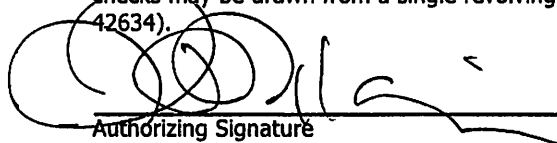
\*\*\* FINAL \*\*\*

Batch No 316

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 316								Total Accounts Payable:		\$26,148.06

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 26,148.06 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

 5.18.20  
\_\_\_\_\_  
Authorizing Signature Date

Fund Summary	Total
010	\$24,828.01
130	\$1,320.05
Total	\$26,148.06

# Oak Valley Union Elementary School District

## K-8 STEAM Lab

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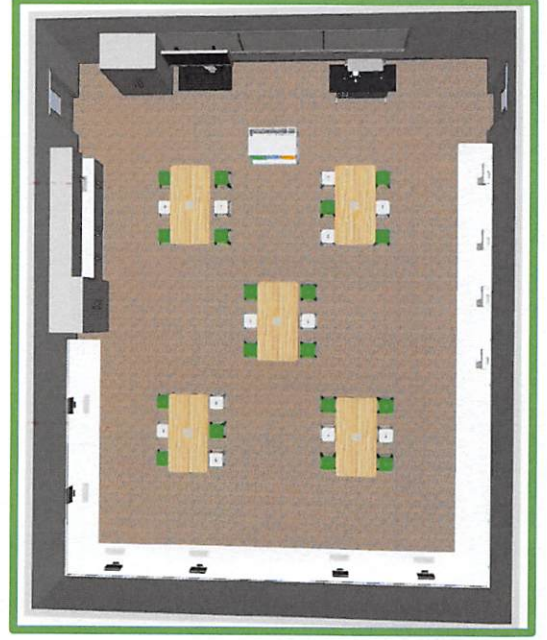
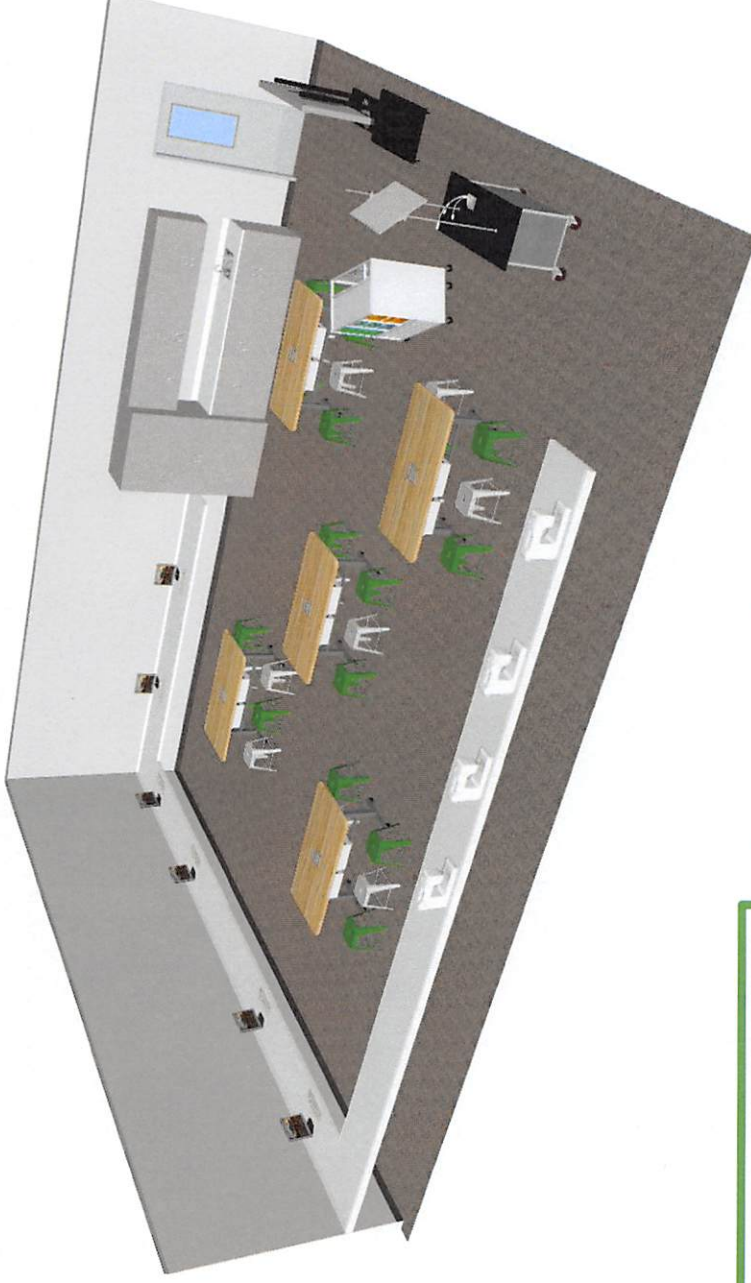
OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT  
*Today we Learn, Tomorrow we Lead.*



# K-8 STEAM Lab



OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT  
*Today we Learn, Tomorrow we Lead.*



# K-8 STEAM Lab - Flexible Furniture



OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT  
*Today we Learn, Tomorrow we Lead.*



The five pneumatic sit-to-stand base tables with butcher block tops can be effortlessly adjusted from 29"h to 45"h. The tables also include built-in power, four bins mounted under the table, and castors for easy mobility.  
The seating around the tables are 18"h metal stools.



The presentation cart features visible, dent-resistant, welded steel frames around the perimeter. It includes steel shelves, locking doors and drawers, and a demonstration mirror.



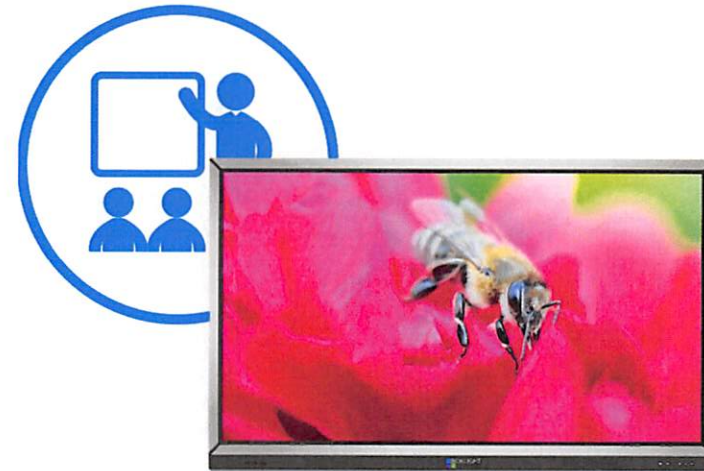
# K-8 STEAM Lab - Instructional Technology



OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT  
*Today we Learn, Tomorrow we Lead.*



The MimioView document camera connects the teacher computer to with one USB cable that provides power and connectivity. The USB connection links the MimioView to the MimioStudio Software, allowing for full integration.



The Interactive Flat Panel (IFP) allows students to kinesthetically interact with the content and prove their understanding. The internal PC for the IFP allows the teacher the ability to have a self contained unit for the whole class or for a small group instruction. The mobile mount allows the teacher to move the IFP to different places in the room to support instruction.

# K-8 STEAM Lab - Budget



OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT  
*Today we Learn, Tomorrow we Lead.*



Furniture & Accessories	
Furniture & Accessories Price	\$ 13,829.34
Tax - 7.75%	\$ 1,071.77
Freight - EST	\$ 1,723.14
<b>Total</b>	<b>\$ 16,624.25</b>

Technology	
Technology Price	\$ 5,655.77
Tax - 7.75%	\$ 438.32
Freight - EST	\$ 369.15
<b>Total</b>	<b>\$ 6,463.24</b>

<b>Furniture &amp; Technology Total</b>	<b>\$ 23,087.50</b>
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OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT  
*Today we Learn, Tomorrow we Lead.*



**OnPoint**  
Innovative Learning Environments





## COMMUNICATIONS AND CONSULTING

### PROJECT ATTACHMENT #0209-FY2021A OAK VALLEY UNION SCHOOL DISTRICT

Master  
Agreement No: 0209

#### SERVICES: CATEGORY ONE E-RATE CONSULTING SERVICES

#### INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Category One E-rate Consulting Services:

##### E-rate and California Teleconnect Fund (CTF) Consulting Service

1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-rate Funding issues. Client will provide Infinity with a minimum of 72 hours' notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-rate and CTF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, in regards to Bid Evaluations, Procurement, Technology Plans, CIPA compliance, Technology Budget, and Document Retention.

##### E-rate Application Management

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will prepare the required "Item 21 Attachment Sheet", by; review one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, review of Client's current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC's School and Library Division to receive E-rate Category One Telecommunications and Internet Access funding: Form 470, Form 471, and Form 486.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests.
5. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method), or prepare and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client's open funding requests.

##### Request for Proposal (RFP) Management Services

1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with the Client's Local/State and the E-rate Program's procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to the Form 470.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders thru Infinity's "Projects" website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.
4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity's offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation – Infinity will evaluate the bid responses based on the E-rate Program's requirements for the "Evaluation of Bids", and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.

##### Audit Assistance

1. Document Retention – Infinity will maintain a copy of the documents required for E-rate Program's "Document Retention Policy", including; "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance", for up to 10 years from the last date of service.
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent the Client during all E-rate Audits.



### **CLIENT'S RESPONSIBILITIES**

The Client's responsibilities, for the successful completion of our **Category One E-rate Consulting Services**, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve Requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service.
2. Provide Infinity with reasonable access to the site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity all information, required for the successful completion of the agreed service, within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to; Copies of Monthly Service Provider Bills, Copies of Service Provider Contracts, Approved Free & Reduced Lunch numbers, Budget Information, Copy of Approved Technology Plan, Copy of CIPA Compliance, and "Authorized Contact" information.
4. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file E-rate forms and respond to the USAC's request for information.
5. Sign and certify the E-rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-rate Program's time sensitive deadlines.
6. For New Contracted Services or Month to Month Services, *only*
  - a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal/E-rate Program procurement requirements, and bidding laws for all "new" requested services and contracts: including, but not limited to, publication of notice of the request for proposal in a newspaper of general circulation twice at least 10 days prior to receipt of the responses.
  - b. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, for all bid responses received as the result of posting a Form 470 (RFP).
  - c. Comply with all Local/State/Federal/E-rate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
  - d. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the E-rate Program's "Document Retention Policy", including but not limited to: Bidding Documents, Evaluation of responses, Board Meeting Minutes, Copies of the winning bidder's response, and Bidder's Item 21 Attachment Sheet.
7. Require the Service Provider, for the eligible services the Clients is entitled to receive California Teleconnect Fund (CTF) support, to invoice USAC by the SPI Method (Form 474).
8. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-rate Program). The Client will provide Infinity a copy of the EAR for compliance with the "Inventory" section of E-rate's "Document Retention Policy".
9. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. The Client will provide Infinity a copy of the SPRR for compliance with the "Invoicing" section of E-rate's "Document Retention Policy".
10. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service.

**\* In the event, something unforeseen happens that is not covered under PROJECT ATTACHMENT #0209-FY2021A with this contract, an additional fee will be negotiated before any additional services are provided.**

**\*\* Should the client cease services with Infinity and request document re-construction for past years filings, there will be a charge for the time to re-create the document library. This charge will be assessed at the time of the request and will need to be paid prior to the release of the re-constructed documents.**

### **TERM OF CONTRACT:**

This Agreement is for a term of **3 years**, with an expiration date of **June 30, 2023**. This agreement may be extended for two (2) additional one (1) year terms with written acknowledgement from both parties.

Infinity's fee will be an annual flat rate fee of **\$3,700.00** for existing services Category One services.

\* Existing services are for services currently being requested through the E-rate program.

\*\* Additional or new services may require an additional fee. This fee must be agreed to prior to billing.

# INFINITY

## COMMUNICATIONS AND CONSULTING

### Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$155.00/hour
Systems Designer	\$125.00/hour
CAD Operator	\$75.00/hour
Sr. Project Manager	\$155.00/hour
Project Manager	\$95.00/hour
Design Team Coordinator	\$75.00/hour
Erate Compliance Consultant	\$140.00/hour
Erate Specialist, III	\$90.00/hour
Erate Specialist, II	\$75.00/hour
Erate Specialist, I	\$55.00/hour
Support Staff	\$50.00/hour

### Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.58/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

**Infinity Communications & Consulting, Inc.**

**Oak Valley Union School District**

Signature

05/04/2020

Date

Signature

Date

Martin Skiby

Chief Operating Officer

Name

Title

Name

Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip

Address/City/State/Zip

82-0573429

Federal Tax ID#

Federal Tax ID#

6.3

AGENCY AGREEMENT BETWEEN  
**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**  
 AND  
**OAK VALLEY UNION SCHOOL DISTRICT**

FOR 2020-2021

**LIBRARY MEDIA SERVICES**

TCOE OFFICE USE	
<input checked="" type="checkbox"/>	Supt. receiving funds
<input type="checkbox"/>	Supt. expending funds
Vendor # _____	
Req. # _____	
PO # _____	

This agreement is entered into between Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and **Oak Valley Union School District**, referred to as DISTRICT/SCHOOL. SUPERINTENDENT supports disseminating successful practices to improve student achievement, including library instructional media resources and services. Therefore, DISTRICT/SCHOOL and SUPERINTENDENT mutually agree to the provisions described below.

**1. TERM.** This agreement shall be effective **July 1, 2020 – June 30, 2021**.

**2. FEE.** The fee shall be **\$4,900.00**

- a. The fee is based on the Average Daily Attendance (ADA) **560** x \$8.75. The minimum agreement for a single school site with an ADA  $\leq 86$  is \$750.
- b. The agreement fee is due upon receipt of invoice and no later than February 2021. Tulare County public DISTRICTS/SCHOOLS authorize transfer to the County School Service Fund from DISTRICT/SCHOOL Instructional Funds. DISTRICT/SCHOOL will be contacted annually to renew access to services.
- c. The following sites are covered by this agreement: **Oak Valley School (K-8)**.

**3. SERVICES.**

- a. SUPERINTENDENT agrees to:
  - i. Provide online access to the Educational Resource Services Multimedia Portal. Digital resources, with correlations to the California Standards, include licensed video streaming, research and reference sources for students, eBooks (many with audio and/or visual enhancement), curriculum builder and differentiation tools.
    - (1) SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve materials. Each school will be provided with a generic student login, allowing students access to resources at school and at home; parents have access to the ERS Portal via their student's login. Login credentials are site/program specific and should only be shared with staff and students at the sites listed in this contract.
    - (2) Annual on-site ERS Portal Presentations, digital citizenship, and information literacy training are available for DISTRICT/SCHOOL staff upon request.
  - ii. Provide circulating access to educational resource materials including print media, STEM kits, robotics, primary document reproductions, art prints, realia, and DVDs.
    - (1) Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
    - (2) Small group and classroom book/multimedia kits are available, with the option of requesting a customized book/multimedia bundle.

- (3) In-person access to media at the ERS Library and Multimedia Center is available year round: Monday – Friday, 8:00am – 5:00pm (closed TCOE observed holidays).
- (4) SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.
  - (a) DISTRICT/SCHOOL staff will reserve materials online, by phone, or in person prior to the scheduled delivery day.
  - (b) DISTRICT/SCHOOL staff will renew their checkouts or return circulating items to a centralized location and submit a pickup request by the due date.
- iii. Provide the services of the ERS Library Media Supervisor, a credentialed librarian and holder of the Library Media Teacher Services Credential, as “Librarian of Record” for any DISTRICT/SCHOOL that does not employ a credentialed librarian. Ed Code 44868 allows a DISTRICT/SCHOOL to employ non-credentialed personnel to assist in the provision of school library services, however these individuals do not supersede the Ed Code requirement that a credentialed librarian provide oversight of school library services. This agreement further fulfills the DISTRICT/SCHOOL’s obligation under Education Code, sections 18100 and 18120. A DISTRICT/SCHOOL is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed librarian.
- iv. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in provision of library services. These include the use of digital resources, library management software training, and collection development.
  - (1) DISTRICT/SCHOOL will be invited to send library personnel from each contracting site to participate in the ERS Library & Multimedia Center’s bi-monthly Library Multimedia Network meetings dedicated to developing Future Ready school library programs, exploring new technologies, and discovering how to promote and use the ERS Portal digital resources.
- v. Provide technology consultation supporting DISTRICT/SCHOOL needs.
  - (1) A maximum of one, free, on-site technology support day per contracting site (see Section 2c) may be used for training DISTRICT/SCHOOL personnel, for technology-focused professional development on a variety of technology tools (e.g. G Suite, Microsoft Office Applications, Robotics/Coding Applications, etc.), and/or for consulting with DISTRICT/SCHOOL administration to assist with planning technology implementation by our Instructional Technology Specialists. As an alternative to the on-site technology day, the ERS Library offers a voucher program allowing up to 12 contracting site personnel to attend designated Tech Tools sessions held at the TCOE Doe Avenue Complex and led by our Educational Technology Specialists.
- vi. The Library and Multimedia Center’s Teacher Resource Center (TRC) is open extended hours beyond the classroom day to accommodate teaching schedules. Contracting DISTRICT/SCHOOL staff may bring their own supplies and use TRC equipment. Equipment includes: color and B&W photocopiers, a poster printer, 27” and 42” laminators, 1.25” and 3” button makers, as well as Ellison and AccuCut die-cut shapes. Contracting sites pay a reduced fee for copying, printing, laminating, and button making.
  - (1) The TRC sells pre-designed posters and ready-to-go packs of classroom support materials.

- (2) The TRC can print posters designed by teachers or the TRC staff can design posters and other materials to teacher specifications (at an additional fee for SUPERINTENDENT staff time).
- (3) TRC-made materials including posters, ready-to-go packs, and other classroom support materials can be delivered after completion on the next scheduled delivery day or by mail (postal shipping fee will apply).

b. DISTRICT/SCHOOL agrees to:

- i. Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT/SCHOOL staff list within a month of the start of the school year, for ERS Portal username and password assignments. Initial email will be sent by Sara Torabi; return all changes and updates to [sara.torabi@tcoe.org](mailto:sara.torabi@tcoe.org). If you have additional questions about submission or format, please call 559-651-3031.
- ii. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen; and pay for repair costs for items damaged while in its possession.
- iii. Understand and acknowledge that copying of any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by federal copyright laws. This includes, but is not limited to, videotaping, audio taping, and photocopying.
- iv. Contact Debra Lockwood, Library Media Supervisor, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or [debra.lockwood@tcoe.org](mailto:debra.lockwood@tcoe.org).

**4. INDEMNIFICATION.** SUPERINTENDENT and DISTRICT/SCHOOL shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT/SCHOOL or their agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this agreement or any extension of this agreement.

**5. CANCELLATION OF AGREEMENT.** This agreement may be cancelled by SUPERINTENDENT and DISTRICT/SCHOOL if any of the conditions of this agreement are not completed.

**6. SPECIAL PROVISIONS.** SUPERINTENDENT shall comply with all laws, rules and regulations applicable to such work.

- a. SUPERINTENDENT acknowledges that the services provided by its employees may involve limited contact with students and, as such, each member of the team will have background checks pursuant to the Education Code.
- b. The Agreement may be amended by the mutual written consent of the parties hereto.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DISTRICT/SCHOOL

Heather Pilgrim, Ed. S., Superintendent  
Oak Valley Union School District  
24500 Road 68  
Tulare, CA 93274  
[h.pilgrim@oakvalleyschool.org](mailto:h.pilgrim@oakvalleyschool.org)

SUPERINTENDENT

Tim A. Hire, County Superintendent of Schools  
Tulare County Office of Education  
P.O. Box 5091  
Visalia, CA 93278-5091

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**If this agreement meets with your approval, please sign then return a scanned copy via email to:**

Sara A. Torabi  
*Instructional Consultant Support/Library Media Technician*  
[sara.torabi@tcoe.org](mailto:sara.torabi@tcoe.org)  
(559) 651-3031

**A countersigned copy of this agreement will be returned to you as soon as it is available.**

TCOE Contact: Debra Lockwood, 559-651-3042  
*FORM REVISED 3/3/2020*

Budget: 010-00242-0-0-242000-86890-0-0-0 100%



# Tulare County Office of Education

*Committed to Students, Support & Service*

**Tim A. Hire**  
County  
Superintendent  
of Schools

P.O. Box 5091  
Visalia, California  
93278-5091

(559) 733-6300  
tcoe.org

**Administration**  
(559) 733-6301  
fax (559) 627-5219

**Business Services**  
(559) 733-6474  
fax (559) 737-4378

**Human Resources**  
(559) 733-6306  
fax (559) 627-4670

**Instructional Services**  
(559) 302-3633  
fax (559) 739-0310

**Special Services**  
(559) 730-2910  
fax (559) 730-2511

## *Main Locations*

**Administration  
Building & Conference  
Center**  
6200 S. Mooney Blvd.  
Visalia

**Doe Avenue Complex**  
7000 Doe Ave.  
Visalia

**Liberty Center/  
Planetarium &  
Science Center**  
11535 Ave. 264  
Visalia

TO: Employers of Substitute Teachers

FROM: Sara Marvin  
Credentials and Retirement Analyst

RE: EMPLOYMENT OF SUBSTITUTE TEACHERS

DATE: May 15, 2020

The holder of a valid Emergency 30-day Substitute or Emergency Designated Subjects Vocational Education 30-day Substitute Teaching Permit (see restrictions below) may be employed on the basis of that permit in any district or county. In order to do so, however, each employing district must have a current Statement of Need form on file, and the permit must be registered by the holder within each county the individual is employed.

Each school district employing holders of Emergency 30-day Substitute or Emergency Designated Subjects Voc. Ed. 30-day Permits must complete a single Statement of Need form (CL-505a) for each school year. A copy of this form is attached for your use. Only one form is required for all substitutes. If you intend to employ substitutes holding 30-day permits, please complete the form at once. Retain the original for your office, and submit a *copy* to the *Credentials Department*, Tulare County Office of Education. Warrants will not be issued to holders of substitute permits substituting for districts who have not submitted a Statement of Need form to the County office.

The Commission on Teacher Credentialing is not requiring that the school boards approve the Statement of Need. Each individual school district may establish its own policy regarding this. If you have any questions, please feel free to contact me at 733-6859 or [saram@tcoe.org](mailto:saram@tcoe.org).

### **Please note the following restrictions:**

The Designated Subjects Voc. Ed. Substitute Permit shall be restricted to service in a program of technical, trade or vocational education.

The holder of an Emergency 30-day or Emergency Voc. Ed. Permit shall not serve as a substitute for more than 30 days for any one teacher during the school year.

Substituting in a special education classroom is restricted to **only 20 days** for any one teacher during the school year.

A holder of a 30-day Substitute Teaching Permit cannot be employed to teach summer school unless he/she **qualifies and applies** for the appropriate certification.

lb  
Enclosure





State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## **ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS**

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### **INSTRUCTIONS TO THE EMPLOYER**

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

*References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026*

**This form must be signed by either:**

☒ The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

**OR**

☐ The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

**Certification and Authorized Signature**

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

☒ Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

**OR**

☐ The situation or circumstances that necessitate the use of an emergency permit holder are as follows:  
(Attach additional sheets, if necessary.)

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I hereby certify that all of the information contained in this statement of need is true and correct.

**Oak Valley Union School Dist.**

*Signature of the District Superintendent*

*District*

*Date*

*Signature of the County Superintendent of Schools*

*County*

*Date*

*It is not necessary to submit this form to the Commission on Teacher Credentialing.*

6.5

**Tulare County**  
**Office of Education**  
*Committed to Students, Support & Service*

**Tim A. Hire**  
*County  
Superintendent  
of Schools*

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7000 Doe Ave.  
Visalia

**Liberty Center/  
Planetarium &  
Science Center**  
11535 Ave. 264  
Visalia

TO: Superintendents/Personnel Administrators

FROM: Sara Marvin  
Credentials and Retirement Analyst

RE: Declaration of Need Form for 2020-21 School Year

DATE: May 15, 2020

If you will be employing teachers on long-term emergency or limited assignment permits for the 2020-21 school year, please submit a new Declaration of Need (Form CL-500) covering your anticipated needs of permits for the year beginning July 1, 2020. This includes summer school teachers.

Please note that the form includes your anticipated needs for the General and Special Education Limited Assignment Permits. You do not include applicants employed on Provisional Internship Permits (PIP) or Short-Term Staff Permits (STSP).

The Declaration of Need must be adopted by the governing board in a regularly-scheduled public board meeting *in its entirety*. It may NOT be presented as part of a consent calendar. Your Declaration must be on file before any emergency permits will be issued. Once it is approved by your board, please submit it to this office with a copy of the board agenda.

Again, we cannot process any applications for emergency permits until a Declaration of Need is received in this office. If you recently mailed your original form to the Commission on Teacher Credentialing, please submit a copy to us as soon as possible. If you have any questions, please feel free to contact me at 733-6859 or [saram@tcoe.org](mailto:saram@tcoe.org).

lb  
Enclosure



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Oak Valley Union School District District CDS Code: 72017

Name of County: Tulare County CDS Code: 54

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 /26 /2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

Heather Pilgrim

*Name*

Superintendent

*Title*

559-688-8023

*Fax Number*

5596882908

*Telephone Number*

May 26, 2020

*Date*

24500 Road 68, Tulare, CA 93274

*Mailing Address*

h.pilgrim@oakvalleyschool.org

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
_____		
<i>Mailing Address</i>		
_____		
<i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:



TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	0
Special Education	0
TOTAL	0

#### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☒ No ☐

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.

Brandman University

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT  
BUSINESS SUPPORT SERVICES AGREEMENT**

TCOE CONTRACT #:  
210002

**THIS AGREEMENT**, is entered into as of \_\_\_\_\_, between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as SUPERINTENDENT, and OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT, referred to as DISTRICT, with reference to the following:

- A. Pursuant to Education Code sections 1260(e), 1262 and 1700, SUPERINTENDENT may provide services to school districts within his jurisdiction.
- B. DISTRICT requires business support services.
- C. SUPERINTENDENT is willing to provide business support services to DISTRICT upon the terms and conditions of this Agreement.

**ACCORDINGLY, IT IS AGREED:**

1. **TERM:** This Agreement shall become effective as of July 1, 2020 and shall expire on June 30, 2021 unless otherwise terminated as provided in this Agreement. This Agreement may be renewed each year upon written consent of the parties.

2. **ROLE OF SUPERINTENDENT:** SUPERINTENDENT will furnish business support services to DISTRICT during the term of this Agreement under the direction of SUPERINTENDENT as follows:

- a. Provide a qualified individual(s) to perform business services as listed on Attachment A. Service hours will be limited to a maximum of Two Hundred Four Hours (204). Additional hours provided will be billed at \$97.55 per hour of service.

- b. Pay all travel costs incurred by contract staff member(s) to the central office of the DISTRICT to provide services per Attachment A.

- c. Pay expenses of contract staff member(s) for approved conferences during the year, not to exceed two (2) days.

- d. Provide office space, furniture, equipment, software and other materials used by contract staff member(s) in providing the services under this Agreement.

3. **ROLE OF DISTRICT:** DISTRICT agrees to:

- a. Pay all travel costs, directly to the individual, for mileage, travel and conference costs incurred at the specific request of DISTRICT.

- b. Recognize the general fiscal monitoring responsibilities of SUPERINTENDENT. This Agreement shall not affect those duties.



**4. INDEPENDENT CONTRACTOR:**

a. This Agreement is entered into by both parties with the express understanding that SUPERINTENDENT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute SUPERINTENDENT or any of its agents, employees or officers as an agent, employee or officer of DISTRICT.

b. Subject to any performance criteria contained in this Agreement, SUPERINTENDENT shall be solely responsible for determining the means and methods of performing the specified services and DISTRICT shall have no right to control or exercise any supervision over SUPERINTENDENT'S agents, employees or officers as to how the services will be performed. Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of SUPERINTENDENT to assure compliance with this Agreement.

c. SUPERINTENDENT is responsible for paying all salary, benefits, entitlements and other costs and expenses of its agents, employees or officers, including those required by state or federal law, including, but not limited to: retirement benefits, statutory benefits, workers compensation and group insurance, FICA (Social Security) taxes, state or federal unemployment insurance contributions, state or federal income taxes, disability insurance contributions, and unemployment compensation insurance.

**5. COST OF SERVICES:** DISTRICT agrees to pay SUPERINTENDENT the sum of **Nineteen Thousand Four Hundred Sixteen Dollars (\$19,900.00 for the services provided in this Agreement.** SUPERINTENDENT shall transfer this sum from the funds of DISTRICT to the County School Service Fund after January 1, 2021. Specific services to be performed will be at the choice of the DISTRICT.

**6. INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify the other, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including District property, arising from, or in connection with, their performance or their agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**7. TERMINATION:**

a. This Agreement may not be terminated prior to the expiration of its term, except that it can be terminated early effective on the 60th day following the mutual written consent of the parties.

b. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.



**8. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all parties.

**9. NOTICES:**

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**SUPERINTENDENT:**

Tim Hire  
County Superintendent of Schools  
P.O. Box 5091  
Visalia, California 93278-5091

**Phone No.:** (559) 733-6301

**Fax No.:** (559) 737-4378

**DISTRICT:**

OAK VALLEY UNION Elementary School District  
24500 Road 68  
Tulare, California 93274

**Phone No.:** 559-688-2908

**Fax No.:** 559-688-8023

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

**10. CONSTRUCTION:** This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

**11. NO THIRD PARTY BENEFICIARIES INTENDED:** The parties to this Agreement do not intend to provide any other person, including but not limited to contract staff, with any benefit or enforceable legal or equitable right or remedy.

**12. EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**13. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with

any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

**14. FURTHER ASSURANCES:** Each party will execute any additional documents and to perform any further acts as may be reasonably required to effect the purposes of this Agreement.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

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

BY \_\_\_\_\_  
Tim Hire, County Superintendent of Schools  
"SUPERINTENDENT"

**OAK VALLEY UNION SCHOOL DISTRICT**

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

BY \_\_\_\_\_  
Chairperson, Board of Trustees  
"DISTRICT"

6.7

BEFORE THE BOARD OF TRUSTEES  
OF THE OAK VALLEY UNION SCHOOL DISTRICT  
TULARE COUNTY, STATE OF CALIFORNIA

In the Matter of Ordering Regular Governing  
Board Member Elections; Specifications of  
the Election Order

RESOLUTION NO. 2020-03

RECITALS

1. Elections Code sections 1302, 10404.5 and 10405.7 authorize school districts and community college districts to establish the election day for governing board members to regularly occur on the same day as the statewide direct primary election, the statewide general election or the general municipal election is held.
2. The Board of Supervisors has received and approved a resolution from this Board establishing election of governing board members on the same day upon which the statewide general election is held.
3. Education Code section 5322 provides that whenever an election for governing board members is ordered, the governing board shall, by resolution, provide for specifications of the election order which shall be delivered to the county superintendent of schools and the officer conducting the election not less than 123 days prior to the date set for the election.
4. Other elections of school districts or other public agencies may be held in whole or part within the territory of this District and it is to the advantage of the District to consolidate therewith.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. This Board hereby orders an election to be held within the territory included in this District on the 3<sup>rd</sup> day of November 2020, for the purpose of electing 2 members for 4-year terms to the governing board of the District in accordance with the following specifications:

OAK VALLEY UNION SCHOOL DISTRICT  
SPECIFICATIONS OF THE ELECTION ORDER

- A. The election shall be held on Tuesday, November 3, 2020.
- B. The purpose of the election is to choose 2 members of the governing board of this District for 4-year terms.
- C. Adopt i or ii (please check one box in this section):  
☒ i. Candidate statements shall be paid for by the candidate. (*Elections Code section 13309 provides procedures for filing by indigent candidates.*)  
☐ ii. Candidate statements shall be paid for by the District. (*Elections Code section 13307.*)
- D. Adopt i or ii (please check one box in this section):  
☒ i. Candidate statements shall be limited to 200 words.  
☐ ii. Candidate statements shall be limited to 400 words. (*Elections Code section 13307.*)
- E. Adopt i or ii (please check one box in this section):  
☒ i. In the event of a tie vote, the winner of the election shall be determined by lot at a time and place to be designated by this Board.  
☐ ii. In the event of a tie vote, the governing board shall call a runoff election on the sixth Tuesday following the election at which the tie vote occurred. (*Education Code section 5016*) **All costs and expenses of conducting the special runoff election shall be borne by the District.**
3. The District will reimburse the county for the actual cost incurred by the county elections official in conducting the general election upon receipt of a bill stating the amount due as determined by the elections official.
4. This Board hereby requests and consents to the consolidation of this election with other elections to be held in whole or in part in the territory of the District, pursuant to Education Code section 5340 et seq., and Elections Code section 10400 et seq.
5. The Clerk of this Board is ordered to deliver copies of this Resolution, not less than 123 days prior to the date set for the election, to the county superintendent of schools who shall deliver the order of election to the Tulare County elections official and, if applicable, to the election official of any other county in which the election is to be held, as required by Education Code section 5324.
6. This Board requests that the county superintendent of schools publish the notice of election in the following newspaper, which is a newspaper of general circulation that is regularly circulated in the territory: (*Visalia/Tulare Times Delta*) \_\_\_\_\_

THE FOREGOING RESOLUTION was adopted upon motion by Trustee \_\_\_\_\_,  
seconded by Trustee \_\_\_\_\_, at a regular/special meeting held on \_\_\_\_\_, 20\_\_, by  
the following vote:

*List Board Members Names Below:*

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

I, \_\_\_\_\_, secretary of the governing board of the \_\_\_\_\_ School District, do hereby certify that  
the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting  
thereof, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Date:

\_\_\_\_\_  
Secretary, Board of Trustees

Distribute as follows:

Original to: Shelly DiCenzo, Business Services  
Tulare County Office of Education  
P.O. Box 5091  
Visalia CA 93278-5091

Copy to: Emily Oliveira, Elections Program Coordinator  
Tulare County Elections  
5951 S. Mooney Blvd.  
Visalia CA 93277