

# OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT

## REGULAR MEETING of the GOVERNING BOARD

Tuesday, May 11, 2021

### AGENDA

**TIME:** 4:00pm    **PLACE:** District Conference Room

#### **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 AGENDA**

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

#### **(2.0) APPROVAL OF MINUTES**

The minutes of the regular meeting held on April 27, 2021 are presented for Board approval.

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

#### **(3.0) 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).**

#### **(4.0) CORRESPONDENCE:**

None

#### **(5.0) ADMINISTRATORS' REPORTS**

1. *Superintendent's Report*
  - a. *LCAP Development-Stakeholder Input results*
  - b. *Architect update*
2. *Principal's Report*

#### **(6.0) BUSINESS SERVICES**

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

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

- 2.) Approval of Budget Revisions as presented.

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

**(7.0) DISTRICT ADMINISTRATION**

- 1.) Approval of Illuminate Education 3-year contract for assessments.

Costs: 34,195.20

Funding Source: ESSR Round 3

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

- 2.) Approval of Outdoor Classroom for the OV Farm for Ag Sci instruction K-8th

Costs: 87,120.57 plus cost of the inspector approximately \$5,000

Funding Source: ESSER Round 2

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

- 3.) Approval of surplus of the TK playground equipment.

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

**(8.0) CLOSED SESSION**

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

**(9.0) RECONVENE IN REGULAR SESSION**

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

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

**(10.0) ORGANIZATIONAL BUSINESS**

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

**(11.0) ADJOURNMENT**

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

**ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING**

**May 25, 2021 @ 4:00 pm District conference room**

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, April 27, 2021**  
**Minutes**

**TIME: 4:00pm    PLACE: District Conference Room**

**CALL TO ORDER AND ROLL CALL @ 4:06pm**

**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 AGENDA**

Motion by J. Mendonca      Second J. Meneses      ACTION (5-0)

**(2.0) APPROVAL OF MINUTES**

The minutes of the regular meeting held on April 13, 2021 are presented for Board approval.

Motion by J. Mendonca      Second M. Nunes      ACTION (5-0)

**(3.0) 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).**

**(4.0) CORRESPONDENCE:**

(4.1) Letter from TCOE. RE second period interim report  
*Letter explained that our interim report was reviewed indicating that the district is in good financial standing and there were no suggestions for improvement.*

**(5.0) ADMINISTRATORS' REPORTS**

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

*Supt. Pilgrim gave a brief update on school planning for the fall and that there is an indication that social distancing will be removed in the fall. Information was*

*given on a cyber breach at Woodlake Unified. All information has been forwarded to our tech department to ensure increased safety measures.*

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

*Principal Baxter gave details on ELPAC testing and ELA/math local testing dates. Graduation is being discussed and the best way to offer it. The idea of utilizing TWHS Greek theater was an idea.*

**(6.0) BUSINESS SERVICES**

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

Motion by M. Nunes                      Second J. Benevedes                      ACTION (5-0 )

- 2.) Approval of Budget Revisions as presented. NONE

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

**(7.0) DISTRICT ADMINISTRATION**

- 1.) Approval of Additional School Psych services for the 21-22SY. One additional day per week.

Costs: 42,920.00

Funding Source: Expanded Learning Opportunity Grant

*In an effort to support the mental health of our students, it is recommended to increase the Psych contract by one day.*

Motion by J. Meneses                      Second J. Mendonca                      ACTION ( 5-0 )

- 2.) Approval of Agreement between OVUESD and Mangini Associates, Inc for Modernization at OV.

*Mangini's agreement was presented and reviewed for their work on the modernization project.*

Motion by J. Benevedes                      Second J. Meneses                      ACTION ( 5-0 )

- 3.) Approval of Legal Services Agreement for the TCOE Legal Services Consortium with Lozano Smith.

Costs: 6,792.71 (same as previous year)

Funding Source: General Fund

*This is a verification that we still want to be part of the consortium with Lozano Smith.*

Motion by J. Mendonca                      Second M. Nunes                      ACTION ( 5-0 )

**(8.0) CLOSED SESSION**

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

**(9.0) RECONVENE IN REGULAR SESSION**

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

Classified Hires

Ashley Ortiz, Health Aide, 5.75 hours, 10 months

Isreal Flores, Custodian, 8 hours, 10 months

Alfonso Reyna Garcia, Custodian, 5.75 hours, 10 months

Certificated Admin Hire

Michelle Espinoza, Summer School Principal 2021

Resignation

Leonel Garcia Hernandez, Technology Tech

Motion by M. Nunes

Second J. Benevedes

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.)

**(11.0) ADJOURNMENT@ 5:37pm**

Motion by J. Meneses

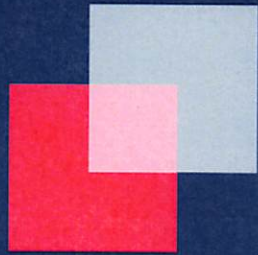
Second M. Nunes

ACTION ( 5-0 )

**ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING**

**May 11, 2021 @ 4:00 pm District conference room**

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# LCAP Development

Stakeholder Input  
Spring 2021



# **Grade Level Lead Mtg**

## **February 16 @ 2:45pm**

1. Increase communication with parents
2. Create more responsibility within the students
  - a. AVID
  - b. PBIS



# **LCAP Parent Survey**

## **March 2021**

[https://docs.google.com/forms/d/e/1FAIpQLSel-XZDjOhvz7cYrcujgXu17lp4kG7EBwveCo2UmXYx\\_8ApfA/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSel-XZDjOhvz7cYrcujgXu17lp4kG7EBwveCo2UmXYx_8ApfA/viewform?usp=sf_link)

# **Certificated Staff PLC time LEA Self Assessment**

Sustainable Areas: 1.1, 1.2, 2.2, 2.4, 2.5, 2.6, 3.1, 3.3, 3.4, 4.2, 6.1, 6.3

Implementing Areas: 2.1, 2.3, 4.1, 4.3, 4.4, 4.5, 5.1, 5.3, 5.4

Installing Areas: 1.3, 3.2, 5.2, 6.2

Laying the Foundation:

# **Staff Development Survey Results March 2021**

## Credentialed (27 responses)

1. Writing Instruction
2. Instructional Technology
3. ELD Instruction
4. MTSS & Assessments

## Classified (19 responses)

1. Intervention Strategies
2. Guided Reading & Writing
3. ELD
4. Department focused skills training

# **Classified Staff**

## **February 24 @ 11am**

1. Celebrate Diverse Cultures through food, dances, assemblies
2. Improvement in parent and teacher connectedness
  - a. Communication is not good, parents don't understand expectations of teachers
  - b. Increase parents in the classroom
3. High School students as role models
  - a. In sports (i.e. good grades gets you...)
  - b. As tutors after school or Saturdays
4. Full time librarian
  - a. Incorporate STEAM with books

# **SSC/ELAC**

## **March 3 @ 9am**

Suggestions included:

- More hands on learning due to way too much screen time
- Reading Specialist
- Concentrate on the bottom half for Guided Reading
- Reading Incentives for AR
- More enrichment learning for those who are excelling



# **ELD Committee Mtg**

## **March 10 @ 1pm**

- Mystery Science Program for ELD time
- Field Trips for ELLs only
- Books given to them to take home and keep
- Rosetta Stone for enrichment

# **Superintendent Student Council March 3 @ 1pm**

**Playgrounds:** monkey bars, swings, soccer goals, baseball equipment, more separation on fields

**Cafeteria:** go back to trays, add dessert, new tables to sit with friends, seating outside, menus for more selection, bring back ice cream Wednesdays

**Instructional:** Chemistry, astronomy, field trips (state capital, culinary/restaurants), keep getting kicked off of zoom, lag time on the computer

**Other:** 4th/5th bathrooms need to be cleaned more often, Red Ribbon week activities, sale of food for fundraisers on campus, bring back 8th grade buddies, be able to make book recommendations for the library.



# **Youth Truth Survey November 2020 Staff and Parents**

Student Gaps include:

- Available adult to talk to
- Teachers inquiring about them personally.
- Building relationships with the teacher

Staff Gaps include:

- Team building
- Cultural Diversity
- Feeling valued
- Part of decision making
- Autonomy in creativity
- Communication

Parent Gaps include:

- Increase parent involvement
- More info at Back to School on progress
- More diverse pictures and content needed
- Would like to see 4H
- More rigorous curriculum

April 26, 2021

## OAK VALLEY ELEMENTARY MODERNIZATION

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### Preliminary Scope

#### Site Development

- Concrete sidewalk replacement at buildings 200, 300, 400, 500
- Accessibility at covered walkways with tapered columns
- Single-ply re-roof at covered walkways

#### Buildings

- Student restroom remodel at buildings 200, 300, 500
- Staff restroom remodel at building 400
- Drinking fountain replacement at buildings 200, 300, 400, 500
- Sink cabinet replacement at classrooms in buildings 200, 300, 400, 500
- Flooring replacement/asbestos abatement at classrooms in buildings 200, 300, 400, 500
- Door and frame replacement at classrooms in buildings 200, 300, 400, 500
- Asphalt shingle re-roof at buildings 200, 300, 400, 500, and Library/Computer Lab  
(This will require additional asbestos testing ASAP; prior tests have only focused on building interiors)
- Ceiling replacement at classrooms in buildings 200, 300, 400, 500
- Lighting replacement at classrooms in buildings 200, 300, 400, 500
- New HVAC ducting at classrooms in buildings 200, 300, 400, 500
- Fire alarm at buildings 200, 300, 400, 500

## PROJECT BUDGET SUMMARY

<b>PROJECT:</b>	Modernization at Oak Valley Union School	<b>PROJ. NO.:</b>	2125
<b>CLIENT:</b>	Oak Valley Union School District	<b>DATE:</b>	4/26/2021
<b>PHASE:</b>	Schematic Design	<b>BLDG. AREA (sf):</b>	
<b>A. SITE</b>			
1.	Purchase Price of Property	\$	-
2.	Appraisal	\$	-
3.	Escrow	\$	-
4.	CDE Site Studies / Site Acquisition Due Diligence Studies	\$	-
5.	CEQA Compliance / Site Acquisition Project Management	\$	-
6.	Geohazard Report	\$	-
7.	Phase 1 - Environmental Site Assessment / Phase 2 - Sampling Activities	\$	-
8.	Preliminary Endangerment Assessment	\$	-
9.	DTSC Fees and Response Action	\$	-
10.	Hazardous Material Investigation (asbestos, lead, Pcb, Ocp)	\$	7,500.00
11.	Geotechnical Investigation / Report	\$	-
12.	Topographic Survey (Sidewalks for ADA path of travel)	\$	5,000.00
13.	Utility Connection Fees (power, water, storm drain, gas, sewer, telephone, cable TV)	\$	-
14.	Impact Fees	\$	-
15.	Eligibility Consultant	\$	-
16.	Financial Consultant	\$	-
17.	Site Clearing / Demolition	\$	-
18.	Bond Costs	\$	-
19.	Temporary Housing / Relocation	\$	-
20.	Legal Fees	\$	-
21.		<b>SITE SUBTOTAL →</b>	<b>\$ 13,000</b>
<b>B. DESIGN AND APPROVAL</b>			
1.	Architect's Fee (Modernization) - Based on OPSC Sliding Scale and Item C.6 below	\$	307,745.47
2.	Architect's Reimbursable Costs (Mileage, Bidding Documents Reproduction)	\$	5,000.00
3.	Architect's LEED / CHPS / HPI Services	\$	-
4.	DSA Review Fee	\$	32,000.00
5.	CDE Review Fee	\$	2,000.00
6.	CGS Review Fee	\$	-
7.	City / County Review / Inspection Fee	\$	-
8.	Health Department Review Fee	\$	-
9.		<b>DESIGN AND APPROVAL SUBTOTAL →</b>	<b>\$ 347,000</b>
<b>C. PROBABLE CONSTRUCTION COST - BY GENERAL CONTRACTOR</b>			
1.	Off-site Development	\$	-
2.	On-site Development - Concrete replacement	\$	-
3.	Modernization Construction	\$	2,381,015.08
4.	General Requirements, Overhead, Bond, Insurance, Supervision, Etc.	7%	\$ 166,671.06
5.	Construction Contingency	10%	\$ 254,768.61
6.		<b>PROBABLE CONSTRUCTION COST SUBTOTAL →</b>	<b>\$ 2,802,455</b>
<b>D. OWNER PROVIDED CONSTRUCTION AND TESTING</b>			
1.	Data / Communications by Owner	\$	-
2.	Intrusion Alarm by Owner	\$	-
3.	Hazardous Materials Removal by Owner	\$	-
4.	Construction Testing / Special Inspection	\$	7,500.00
5.	Inspector of Record ( \$8,000/month x 7 months )	\$	56,000.00
6.	Commissioning Agent	\$	-
7.	SWPPP, Dust Control Plan, Indirect Source Review	\$	-
8.	Fixtures, Furniture and Equipment	\$	100,000.00
9.	Bid Advertising	\$	10,000.00
10.		<b>OWNER PROVIDED CONSTRUCTION AND TESTING SUBTOTAL →</b>	<b>\$ 173,500</b>
		<b>Budget Contingency (5%) →</b>	<b>\$ 167,000</b>
		<b>TOTAL PROJECT BUDGET →</b>	<b>\$ 3,503,000</b>

Evaluation of the Owner's project budget represents Architect's judgment as a design professional familiar with the construction industry. Architect cannot and does not warrant or represent that actual costs will not vary from this budget summary.



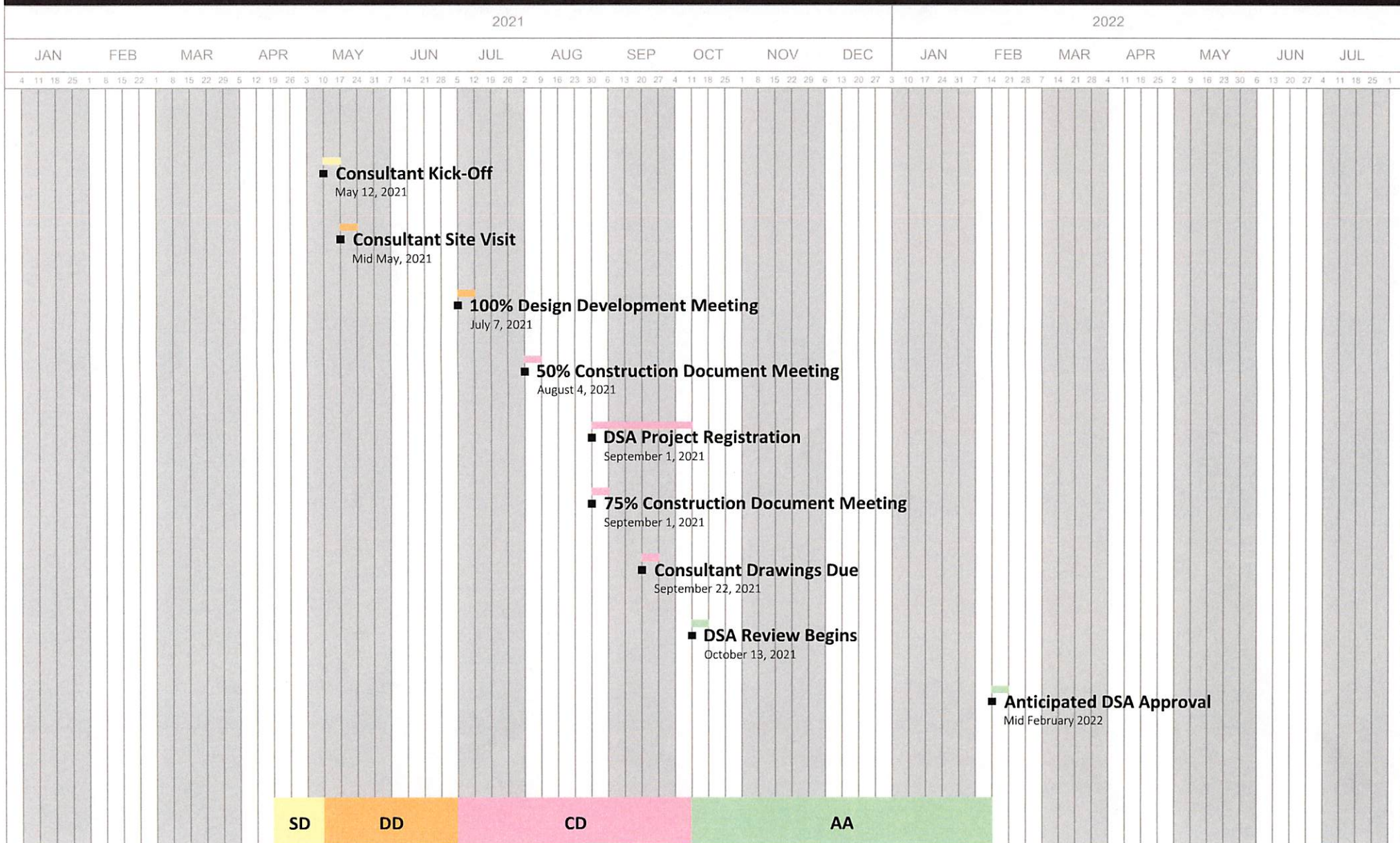
# #2125 MODERNIZATION AT OAK VALLEY ELEMENTARY

## OAK VALLEY UNION SCHOOL DISTRICT

### PROJECT TIMELINE

4.26.21

**MANGINI** | ARCHITECTURE  
INGENUITY  
McLAIN BARENG MORRELLI SCOTT



## Accounts Payable Final PreList - 4/30/2021 6:54:27AM

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

Batch No 355

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013740	AMERICAN FIDELITY ASSURANCE	PV-210466	4/1/2021		APRIL		010-00000-0-00000-00000-95024-0-0000	\$56.98	G	
	AMERICAN FIDELITY ASSURANCE		4/1/2021		APRIL		010-00000-0-00000-00000-95024-0-0000	\$95.38	G	
Total Check Amount:								\$152.36		
013671	AT & T	PV-210467	4/15/2021		6334196		010-00000-0-00000-72000-59000-0-0000	\$38.54		
Total Check Amount:								\$38.54		
014063	AT& T MOBILITY	PV-210468	4/4/2021		4122021		010-74200-0-11100-10000-58000-0-0000	\$1,142.59		
Total Check Amount:								\$1,142.59		
014098	FERREIRA, JANA	PV-210469	4/12/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$74.28		
Total Check Amount:								\$74.28		
014035	FIRST QUALITY PRODUCE	PV-210470	4/19/2021		228/608		130-53100-0-00000-37000-47000-0-0000	\$1,688.05		
Total Check Amount:								\$1,688.05		
014038	FROG STREET PRESS, LLC	PV-210471	4/16/2021		2222292		010-00000-0-11100-10000-52000-0-0000	\$399.00		
Total Check Amount:								\$399.00		
014100	GRADUATION OUTLET	PV-210472	4/21/2021		165826		010-11000-0-11100-10000-43000-0-0000	\$1,630.76		
					Amount Subject to Use Tax:	\$1,380.40	Use Tax Amount:	\$106.98		
Total Check Amount:								\$1,630.76		
012434	GRISSOM-WALLACE	PV-210473	4/21/2021		42446		010-00000-0-00000-82000-43000-0-0000	\$500.00		
Total Check Amount:								\$500.00		
013789	HANCOCK A/C & HEATING	PV-210474	4/20/2021		51846582		010-00000-0-00000-82000-56000-0-0000	\$95.00		
Total Check Amount:								\$95.00		
013988	JOHNSON FIRE PROTECTION, INC	PV-210476	4/23/2021		1976		010-81500-0-00000-81100-43000-0-0000	\$4,950.00		
Total Check Amount:								\$4,950.00		
013678	MID VALLEY DISPOSAL	PV-210477	4/30/2021		2064722		010-00000-0-00000-82000-55000-0-0000	\$368.56		

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Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Total Check Amount:								\$368.56		
013187	MONTEIRO TRUCKING	PV-210478	4/9/2021		30715		010-00000-0-00000-82000-58000-0-0000	\$450.00		
Total Check Amount:								\$450.00		
012481	OAK VALLEY UNION SCHOOL DIST	PV-210479	4/29/2021		NONE		010-00000-0-00000-72000-59000-0-0000	\$301.40	M	
Total Check Amount:								\$301.40		
014047	ONPOINT	PV-210480	1/19/2021		5608		010-74200-0-11100-10000-58000-0-0000	\$28,465.00	A	
	ONPOINT	PV-210481	3/5/2021		5622		010-74200-0-11100-10000-58000-0-0000	\$6,899.00	L	
Total Check Amount:								\$35,364.00		
011872	PRODUCERS DAIRY FOODS INC.	PV-210482	4/8/2021		77030/559		130-53100-0-00000-37000-47000-0-0000	\$1,255.32		
Total Check Amount:								\$1,255.32		
014101	R & L CROW DISTRIBUTING	PV-210483	4/29/2021		4/12-15-19-21-26-29		130-53100-0-00000-37000-47000-0-0000	\$698.40		
	R & L CROW DISTRIBUTING		4/29/2021		4/12-15-19-21-26-29		130-53100-0-00000-37000-47000-0-0000	\$816.00		
	R & L CROW DISTRIBUTING		4/29/2021		4/12-15-19-21-26-29		130-53100-0-00000-37000-47000-0-0000	\$799.20		
	R & L CROW DISTRIBUTING		4/29/2021		4/12-15-19-21-26-29		130-53100-0-00000-37000-47000-0-0000	\$714.00		
	R & L CROW DISTRIBUTING		4/29/2021		4/12-15-19-21-26-29		130-53100-0-00000-37000-47000-0-0000	\$918.00		
	R & L CROW DISTRIBUTING		4/29/2021		4/12-15-19-21-26-29		130-53100-0-00000-37000-47000-0-0000	\$734.40		
Total Check Amount:								\$4,680.00		
014099	REYNA GARCIA, ALFONSO	PV-210484	4/22/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$74.28		
Total Check Amount:								\$74.28		
014077	RIGO SIGNS	PV-210475	4/26/2021		19223		010-00000-0-00000-82000-43000-0-0000	\$37.89		
Total Check Amount:								\$37.89		
013676	SPARKLETTES	PV-210485	4/18/2021		041821		010-00000-0-00000-82000-58000-0-0000	\$1,180.46		
Total Check Amount:								\$1,180.46		
014084	UNITED SITE SERV OF CAL, INC	PV-210486	4/19/2021		114-11861365		010-32100-0-00000-82000-58000-0-0000	\$278.27		

## Accounts Payable Final PreList - 4/30/2021 6:54:27AM

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

Batch No 355

Vendor No	Vendor Name	Reference	Invoice	PO #	Invoice No	Separate		Amount	Audit			
		Number	Date			Check	Account Code		Flag	EFT		
									Total Check Amount:			\$278.27
013708	WIZIX TECHNOLOGY GROUP, INC.	PV-210487	4/20/2021		209695-6-4-096		010-00000-0-11100-10000-56000-0-0000	\$81.43				
	WIZIX TECHNOLOGY GROUP, INC.		4/20/2021		209695-6-4-096		010-00000-0-11100-10000-56000-0-0000	\$621.64				
	WIZIX TECHNOLOGY GROUP, INC.		4/20/2021		209695-6-4-096		010-00000-0-11100-10000-56000-0-0000	\$17.24				
	WIZIX TECHNOLOGY GROUP, INC.		4/20/2021		209695-6-4-096		010-00000-0-11100-10000-56000-0-0000	\$108.32				
									Total Check Amount:			\$828.63



## Accounts Payable Final PreList - 4/30/2021 6:54:27AM

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

Batch No 355

Vendor No	Vendor Name	Reference	Invoice				Separate				Audit
		Number	Date	PO #	Invoice No	Check	Account Code	Amount	Flag	EFT	
Total District Payment Amount:											\$55,489.39

## Accounts Payable Final PreList - 4/30/2021 6:54:27AM

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

Batch No 355

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 355								Total Accounts Payable:	\$55,489.39	

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 55,489.39 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).

Authorizing Signature

Date

4.30.21

Fund Summary	Total
010	\$47,866.02
130	\$7,623.37
Total	\$55,489.39



6531 Irvine Center Drive Suite 100  
Irvine, California 92618  
(949) 656-3133  
<https://www.illuminateeducation.com/>

# Client Order

Q-121123

Prepared Date: 3/16/2021  
Valid Through: 6/30/2021  
Prepared By: Alina Gonzalez  
Start Date: 7/1/2021  
End Date: 6/30/2024  
Quote Term: 36

Customer: Oak Valley Union Elementary  
School District  
Address: 24500 Rd 68  
Tulare, California 93274-9607  
Contact:  
Phone:

## Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
581	DnA Software License Bundle	Assessment Software Licenses	\$7725.00	\$7,725.00
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
581	Navigate, 4 Subject Bundle	Access to Certica's ELA/Math/Science/Social Studies Item Banks and Spanish Bundle.	\$2.25	\$1,307.25
581	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.00	\$1,162.00
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	\$500.00	\$500.00
Year 1 Subtotal:				\$10,919.25
Year 1 Grand Total:				\$10,919.25

## Year 2

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
581	DnA Software License Bundle	Assessment Software Licenses	\$7965.75	\$7,965.75
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
581	Navigate, 4 Subject Bundle	Access to Certica's ELA/Math/Science/Social Studies Item Banks and Spanish Bundle.	\$2.25	\$1,307.25
581	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.50	\$1,452.50
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	\$500.00	\$500.00
Year 2 Subtotal:				\$11,450.50
Year 2 Grand Total:				\$11,450.50

## Year 3

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
581	DnA Software License Bundle	Assessment Software Licenses	\$8195.45	\$8,195.45
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
581	Navigate, 4 Subject Bundle	Access to Certica's ELA/Math/Science/Social Studies Item Banks and Spanish Bundle.	\$2.25	\$1,307.25

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
581	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$1,597.75
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	\$500.00	\$500.00
			<b>Year 3 Subtotal:</b>	\$11,825.45
			<b>Year 3 Grand Total:</b>	\$11,825.45

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact Client Order number stated within.**

**To accept and finalize this Client Order, please remit a purchase order to:**

Orders@IlluminateEd.net  
or  
6531 Irvine Center Drive #100  
Irvine, CA 92618



## Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adryan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

### Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). **"Embedded Applications"** means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("Termination").

Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content

(j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

### 2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through

the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents

and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

**5. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**6. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within

one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

## **7. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality,



reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

## **8. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

## **9. Confidential Information.**

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as

"confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

## **10. Disclaimers.**

(a). **DISCLAIMER OF OTHER WARRANTIES.** SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**11. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a

fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

## **12. Indemnification.**

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the

usual and customary means that the parties establish for such communications, including electronic communications.

**14. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

**15. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will

provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

**16. General Provisions.**

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed

or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

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

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

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

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

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

7.2

California Department of Education

**Coronavirus Aid, Relief, and Economic Security (CARES) Act and  
Coronavirus Response and Relief Supplemental Appropriations (CRRSA)  
Act Equipment and Capital Expenditures Approval Application**

The federal requirements found in the CARES Act require that the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund be subject to the Uniform Grants Guidance. Additionally, the federal requirements found in the CRRSA Act require that the Elementary and Secondary School Emergency Relief (ESSER II) Fund are also subject to the Uniform Grants Guidance. Those regulations contain a requirement that capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval as found in 2 CFR 200.439 (<https://www.law.cornell.edu/cfr/text/2/200.439>).

The submission of this request provides assurance that the authorized use of funds criteria, for ESSER Funds (<https://www.cde.ca.gov/fq/cr/esser.asp>), GEER Funds (<https://www.cde.ca.gov/fq/cr/learningloss.asp>), and/or ESSER II Funds (<https://www.cde.ca.gov/fq/cr/crrsa.asp>) have been met.

By submitting this form, you are agreeing to review and will follow all local, state, and federal level policies when making a purchase using federal funds. You may be required to obtain additional information if the purchase exceeds certain dollar amount thresholds, in accordance with Title 2, Code of Federal Regulations (2 CFR), sections 200.317-326 and California Public Contracts Code sections 20110 – 20118.4.

Please include a quote of the item to be purchased, and, if applicable, documentation demonstrating why this option is the most cost effective, and email this document to the Federal Stimulus Team at [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov). Please include in the email subject "Equipment and Capital Expenditures Approval – (name of your local educational agency)".

Date of Request: May 4, 2021

Name of Primary Contact: Heather Pilgrim, Ed.S.

Title: Superintendent

Email Address: [h.pilgrim@oakvalleyschool.org](mailto:h.pilgrim@oakvalleyschool.org)

Phone Number: 559-688-2908





District Name: Oak Valley Union Elementary School District

School Name: Oak Valley Union Elementary School

County/District Code: 54-72017

Short Title of Project Name: Outdoor Learning Space

Funding Source(s) Used: CARES-ESSER II

Estimated Total Cost of the Project: 92,000

Amount of Funds to be Used: 87,120

Please describe the items that will be purchased with the funds:

Outdoor shade structure 20'X40' with concrete pad

Please describe how these purchases fit-in with the allowable uses of funds for either ESSER, GEER, and/or ESSER II:

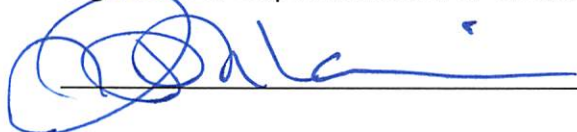
The purchase falls under the ESSER II parameters by being an improvement to the school facility to reduce the risk of virus transmission by creating an outdoor classroom space for science instruction in the Oak Valley Elementary Farm versus indoor instruction.

Please describe how this purchase is reasonable, necessary, and allowable in accordance with Cost Principles found in 2 CFR 200.420-475:

Creating an outdoor space for learning gives students more time in an open, outdoor area to learn science versus being indoors. This will help reduce the amount of time in a child's day indoors, thus reducing the risk of COVID19 exposure. The structure is a pre-approved DSA structure that can be expediting for construction.

Signature of Superintendent or Charter School Representative

Date



05/04/2021

Posted 3/8/2021



Heather Pilgrim &lt;h.pilgrim@oakvalleyschool.org&gt;

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## Capital Expenditure Approval Application

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EDReliefFunds &lt;EDReliefFunds@cde.ca.gov&gt;

Fri, May 7, 2021 at 1:43 PM

To: Heather Pilgrim &lt;h.pilgrim@oakvalleyschool.org&gt;

Dear Oak Valley Union Elementary School District:

Coronavirus Aid, Relief, and Economic Security (CARES) Act  
Equipment and Capital Expenditures Approval

The application for the federal requirements in the CARES Act required in the Elementary and Secondary School Emergency Relief (ESSER I and II) Fund and the Governor's Emergency Education Relief (GEER) for capital expenditures for special purpose equipment with a unit cost of \$5,000 or more has been met and the use of funds for projects indicated in your application may be allowed as prescribed in the following guidance, for ESSER Funds (<https://www.cde.ca.gov/fg/cr/caresact.asp>) and/or GEER Funds (<https://www.cde.ca.gov/fg/cr/learningloss.asp>).

Please note: For any construction projects, you must also comply with all construction requirements found on the CDE website.

The placement of new modular classrooms on a schoolsite is subject to the requirements of [Title 5 CCR Section 14030](#), and oversight by the Division of the State Architect (DSA). For information about DSA assistance during the COVID-19 pandemic for emergency school facilities, LEAs should refer to [BU 20-01](#). New relocatable buildings and structures, including shade structures, may be temporarily installed for a maximum period up to three years in accordance with [IR A-1.16](#). Reconstruction or alteration projects to school buildings less than specified construction cost thresholds are exempt from DSA review, as described in [IR A-22](#).

Construction projects are permitted, but LEAs must follow applicable federal construction regulations, such as safety and health standards (34 CRF 75.609), energy conservation (34 CRF 75.616), and Davis-Bacon prevailing wage rules. You must maintain documentation showing that the LEA is not able to meet the need arising from the health emergency in a more cost-effective or efficient manner, such as leasing property or improving property already owned and in use.

Best,

Stephanie

CDE Federal Stimulus Team

[Quoted text hidden]





**PREPARED FOR**

Heather Pilgrim

Oak Valley UESD

[h.pilgrim@oakvalleyschool.org](mailto:h.pilgrim@oakvalleyschool.org)

04/28/2021

Garden Area -- DSA Pre-Checked  
20' x 40' Shade Structure w/  
Concrete Pad

***Proposal Number*** 1-4-22875

***CMAS:*** 4-20-78-0089C

Contact

Lori Aubin  
1800 E. McFadden Ave.  
Santa Ana, CA  
(559) 474-1081

[Lori.Aubin@thekyagroup.com](mailto:Lori.Aubin@thekyagroup.com)

Pages 6

CA LICENSE #984827 B + C15  
DIR #1000003379



## SCOPE OF WORK - PRICING

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	Quantity	U/M	Price	Value
Garden Area -- DSA Pre-Checked 20' x 40' Shade Structure w/ Concrete Pad				
<u>K001779 DSA HIP CANOPY- 40X20</u>	1.00	EA	\$18,474.69	\$18,474.69
<u>K001205 Ready Mix Concrete</u>	26.00	CY	\$195.85	\$5,092.10
<u>K001213 BAR #4</u>	360.00	EA	\$6.11	\$2,199.60
<u>159 Specialty Equipment</u>	3.00	EA	\$1,973.13	\$5,919.39
<u>K001474 MINIMUM CHARGE PER JOB Mobilization</u>	1.00	EA	\$5,259.23	\$5,259.23
<u>153 Project Design Consultant</u>	120.00	HRS	\$128.25	\$15,390.00
<u>155 Cement Mason Journeyman</u>	100.00	HRS	\$128.25	\$12,825.00
<u>34 Trenching</u>	330.00	LF	\$39.84	\$13,147.20
<u>144 General Laborer Material Handler Level 1</u>	86.00	HRS	\$88.79	\$7,635.94
<u>Bond Fee</u>	1.00	EA	\$1,177.42	\$1,177.42
	Total Price			\$87,120.57

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-22875*



Proposal: 1-4-22875

To: Oak Valley UESD  
24500 Road 68  
Tulare  
California  
93274

Date: April 28, 2021

Terms: Net 30

CMAS: 4-20-78-0089C

Base Contract: February 10, 2025

Contract Terms: Feb 26, 2020 - Feb 10, 2025

c/o: Oak Valley UESD

RA: Lori Aubin

RA Phone: (559) 474-1081

RA Email: Lori.Aubin@thekeyagroup.com

Site: Oak Valley Elementary

Address: 24500 Road 68,  
93274

Site Qualifications and General Scope of Work

DIR # 1000003379

Priced Per: CMAS- KYA GSA- KYA Services (4-20-78-0089C)

Supply & Apply 20' x 40' Shade Structure  
21' x 41' Concrete Pad in Garden Area  
Pre-approved engineering drawings  
Architectural drawings, site/plot  
DSA Submittal  
Shop Welding Inspection Fees  
On-site inspection Fees  
Freight

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO.

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-22875*



## CONDITIONS AND WARRANTY

### 1) Proposal:

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

### 2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

### 3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

### 4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

### 5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

### 6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

### 7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

### 8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-22875*



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials \_\_\_\_\_





15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the  
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature: Lori Aubin

By: (Print)

By: (Print) Lori Aubin

Title:

Title: Regional Advisor

Date:

Date: April 28, 2021

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number 1-4-22875*