

1.0

OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT

REGULAR MEETING of the GOVERNING BOARD

Tuesday, April 13, 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 March 23, 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:

(4.1) Letter from Betty T. Yee, California State Controller dated April 1, 2021.

(5.0) ADMINISTRATATORS' REPORTS

1. *Superintendent's Report*
2. *Principal's Report*

(6.0) BUSINESS SERVICES

1.) Approval authorization to pay vouchers as presented.

Motion by _____ Second _____ ACTION ()

2.) Approval of Salary Settlement Disclosure with OVTA

Motion by _____ Second _____ ACTION ()

3.) Approval of Budget Revisions as presented.

Motion by _____ Second _____ ACTION ()

(7.0) DISTRICT ADMINISTRATION

1.) Approval of CSBA Policy Updates

POLICY	TITLE	OPTIONS/BLANKS
BP 0420.42	Charter School Renewal	
BP 3110	Transfer of Funds	
BP 3230	Federal Grant Funds	
AR 3230	Federal Grant Funds	
AR 3311.2	Lease-Leaseback Contracts	
AR 3311.3	Design-Build Contracts	
AR 3320	Claims and Actions Against the District	
BP 3452	Student Activity Funds	
BP 3515.3	District Police/Security Department	OPTION 1: XX OPTION 2: XX AND OPTION 1: <input type="checkbox"/> OPTION 2: XX
AR 3515.3	District Police/Security Department	
BP 3600	Consultants	

POLICY	TITLE	OPTIONS/BLANKS
E 4112.9 4212.9 4312.9	Employee Notifications	
AR 4161.2 4261.1 4361.2	Personal Leaves	
AR 4161.8 4261.8 4361.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: XX OPTION 4: <input type="checkbox"/> AND OPTION 1: <input type="checkbox"/> OPTION 2: XX
BP 6142.8	Comprehensive Health Education	
AR 6142.8	Comprehensive Health Education	
BP 7210	Facilities Financing	

Motion by _____ Second _____ ACTION ()

- 2.) Approval of Needle Point Bi-polar Ionization devices and installation.
Costs: \$59,728
Funding Source: ESSER Round 2

Motion by _____ Second _____ ACTION ()

- 3.) Approval of district-wide purchase of Chromebooks and licensing through OnPoint Innovations, the district's technology consultants, which utilizes a piggy-back system.
Costs: 241,635.48
Funding Source: ESSR Round 3

Motion by _____ Second _____ ACTION ()

- 4.) Approval of Superintendent Pilgrim's contract extension through June 30, 2024 and a merit based step adjustment of 2.5% effective every July 1, beginning July 1 2022.

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

April 27, 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, March 23, 2021

MINUTES

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

CALL TO ORDER AND ROLL CALL @ 4:02PM

BOARD MEMBERS:

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

PLEDGE OF ALLEGIANCE

(1.0) APPROVAL OF AGENDA

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

(2.0) APPROVAL OF MINUTES

The minutes of the regular meeting held on March 9, 2021 and Special board meeting on March 16, 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: NONE

(5.0) ADMINISTRATATORS' REPORTS

1. Superintendent's Report

A. Instructional update

Information about the design of the instructional program now that all students are back was presented.

2. Principal's Report

A. Enrollment update

Enrollment numbers are 576 total, of which 62 are distance learners

(6.0) BUSINESS SERVICES

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

Motion by M. Nunes

Second J. Meneses

ACTION (5-0)

(7.0) DISTRICT ADMINISTRATION

- 1.) First read of the CSBA Policy Updates for March 2021. Informational Only

- 2.) Approval of surplus list for outdated desktop computers.

A list of desktop computers and projectors that are obsolete were presented for surplus. 40 of the desktop computers will be given to students.

Motion by J. Mendonca

Second J. Benevedes

ACTION (5-0)

- 3.) Approval of new playground equipment for TK due to old piece being broken and not age appropriate.

Costs: \$50,000

Funding Source: Deferred Maintenance

The TK playground piece has a broken slide and it was previously noted by TCOE that the piece was not age appropriate for 4 year olds, the current students that utilize the equipment. It originally was used by kinder prior to the modernization of the school. Therefore it is recommended to replace the piece so that it is suitable for preschool aged children due to the possibility of a future preschool being implemented. The proposed equipment piece is a little too expensive so the board gave authority to approve \$50,000 for its replacement. Supt. Pilgrim will research the best option for replacement which could possibly include a swing set.

Motion by M. Nunes

Second J. Meneses

ACTION (5-0)

- 4.) Approval of LCAP and Budget public hearing and adoption dates.

Public Hearing date: June 8, 2021

Adoption Date: June 22, 2021

Motion by J. Mendonca

Second M. Nunes

ACTION (5-0)

- 5.) Approval of the Oak Valley UESD Suicide Prevention Plan.

A draft of the plan was presented for approval. The school counselor, principal, and psychologist reviewed the plan.

Motion by J. Meneses

Second J. Mendonca

ACTION (5-0)

(7.0) CLOSED SESSION

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

2.) Superintendent Evaluation

(8.0) RECONVENE IN REGULAR SESSION

1.

a. Approval of Resolution 2021-2: Release and non-reemployment of designated temporary certificated employee.

Ashlay Hutchins, Temporary Distance Learning Teacher

Michelle Barnes, Temporary Distance Learning Teacher

Motion by J. Meneses

Second M. Nunes

ACTION (5-0)

	Yay	Nay
Mederos	X	
Mendonca	X	
Meneses	X	
Benevedes	X	
Nunes	X	

b. Approval of part time, temporary, classified driver to drive SPED student to Dinuba. 5 hours per day.

Greg Barnes for the 21/22SY only

Motion by J. Meneses

Second M. Nunes

ACTION (5-0)

2. The evaluation of Superintendent Pilgrim was conducted and it was a positive evaluation.

(9.0) ORGANIZATIONAL BUSINESS

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

(10.0) ADJOURNMENT @ 5:45pm

Motion by J. Mendonca

Second M. Nunes

ACTION (5-0)

ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING

April 13, 2021 @ 4:00 pm District conference room

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BETTY T. YEE

California State Controller

April 1, 2021

Oak Valley Union Elementary
24500 Road 68
Tulare, CA 93274

Re: Certification Letter – Fiscal Year 2019-20 Oak Valley Union Elementary

The State Controller's Office (SCO) has completed its desk review of the referenced entity's annual audit report for the fiscal year ended June 30, 2020. As a result of the review, the SCO certifies that the audit report conforms to the reporting standards contained in the audit guide, *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810. Also, the SCO determined that the report generally meets the requirements of Title 2, *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F—Audit Requirements (Uniform Guidance).

The SCO's certification authorizes the auditee to release the portion of the audit fee withheld under the provisions of California Education Code Section 14505. The SCO has notified the auditee that the audit report was certified.

If you have any questions regarding this letter or any other local education agency (LEA) audit issue, please contact a member of my LEA staff by telephone at (916) 324-6442 or by email at leaaudits@sco.ca.gov.

Sincerely,

Joel James, Chief
Financial Audits Bureau
Division of Audits

Accounts Payable Final PreList - 3/26/2021 7:37:29AM

*** FINAL ***

Batch No 351

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013740	AMERICAN FIDELITY ASSURANCE	PV-210422	3/1/2021		D285420 MAR		010-00000-0-00000-00000-95024-0-0000	\$95.38	G	
	AMERICAN FIDELITY ASSURANCE		3/1/2021		D285420 MAR		010-00000-0-00000-00000-95024-0-0000	\$56.98	G	
Total Check Amount:								\$152.36		
013671	AT & T	PV-210423	3/15/2021		16191395		010-00000-0-00000-72000-59000-0-0000	\$15.34		
Total Check Amount:								\$15.34		
014063	AT& T MOBILITY	PV-210424	3/15/2021		X03122021		010-74200-0-11100-10000-58000-0-0000	\$7,148.19		
Total Check Amount:								\$7,148.19		
013075	CALIF.TURF EQUIPT. & SUP.. INC	PV-210425	3/23/2021		493036/4530		010-00000-0-00000-82000-43000-0-0000	\$138.51		
	CALIF.TURF EQUIPT. & SUP.. INC		3/23/2021		493036/4530		010-00000-0-00000-82000-56000-0-0000	\$88.04		
Total Check Amount:								\$226.55		
013390	ENVIRO CLEAN	PV-210426	3/10/2021		0131384		010-00000-0-00000-82000-43000-0-0000	\$1,619.48		
Total Check Amount:								\$1,619.48		
014089	Good2BeBack	PV-210427	3/2/2021		1051		010-32150-0-00000-72000-58000-0-0000	\$5,750.00		
Total Check Amount:								\$5,750.00		
013152	OFFICE DEPOT	PV-210428	3/17/2021		NONE		010-00000-0-00000-72000-59000-0-0000	\$165.00		
	OFFICE DEPOT		3/17/2021		NONE		010-00000-0-00000-27000-43000-0-0000	\$7.55		
	OFFICE DEPOT		3/17/2021		NONE		010-00000-0-11100-10000-43000-0-0000	\$1,249.47		
	OFFICE DEPOT		3/17/2021		NONE		010-11000-0-11100-10000-43000-0-0000	\$98.35		
Total Check Amount:								\$1,520.37		
014039	P&R PAPER SUPPLY COMPANY , INC	PV-210429	3/15/2021		10935173		130-53100-0-00000-37000-43000-0-0000	\$367.72		
Total Check Amount:								\$367.72		
014021	PDXLEY UNION SCHOOL DISTRICT	PV-210430	3/15/2021		2		130-53100-0-00000-37000-58000-0-0000	\$250.00		
Total Check Amount:								\$250.00		
011872	PRODUCERS DAIRY FOODS INC.	PV-210431	3/11/2021		NONE		130-53100-0-00000-37000-47000-0-0000	\$569.04		
	PRODUCERS DAIRY FOODS INC.		3/11/2021		NONE		130-53100-0-00000-37000-47000-0-0000	\$1,044.19		

6.1

Accounts Payable Final PreList - 3/26/2021 7:37:29AM

*** FINAL ***

Batch No 351

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
011872	PRODUCERS DAIRY FOODS INC.	PV-210431	3/11/2021		NONE		130-53100-0-00000-37000-47000-0-0000	\$1,189.59		
Total Check Amount:								\$2,802.82		
013676	SPARKLETTS	PV-210432	3/21/2021		032121		010-00000-0-00000-82000-58000-0-0000	\$998.25		
Total Check Amount:								\$998.25		
014096	TOSTE, FATIMA GABRIELA	PV-210433	3/12/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$74.28		
Total Check Amount:								\$74.28		
013693	TULARE COUNTY SUPT. OF SCHOOLS	PV-210434	2/24/2021		211197		010-00000-0-11100-10000-58000-0-0000	\$1,020.00		
Total Check Amount:								\$1,020.00		

Accounts Payable Final PreList - 3/26/2021 7:37:29AM

*** FINAL ***

Batch No 351

Vendor No	Vendor Name	Reference	Invoice				Separate				Audit
		Number	Date	PO #	Invoice No	Check	Account Code	Amount	Flag	EFT	
Total District Payment Amount:											\$21,945.36

Accounts Payable Final PreList - 3/26/2021 7:37:29AM

*** FINAL ***

Batch No 351

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 351								Total Accounts Payable:	\$21,945.36	

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 21,945.36 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

Fund Summary	Total
010	\$18,524.82
130	\$3,420.54
Total	\$21,945.36

Accounts Payable Final PreList - 3/31/2021 9:47:36PM

*** FINAL ***

Batch No 352

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
012735	BUENA VISTA	PV-210436	3/26/2021		20/21-08MAR		010-00000-0-11100-10000-58000-0-0000	\$7,181.76	L	
Total Check Amount:								\$7,181.76		
013424	CALIFORNIA DEPT OF TAX AND FEE	PV-210435	3/25/2021		NONE		010-00000-0-00000-00000-95030-0-0000	\$391.05	G	
	CALIFORNIA DEPT OF TAX AND FEE		3/25/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$105.95	G	
Total Check Amount:								\$497.00		
013390	ENVIRO CLEAN	PV-210437	3/22/2021		0131536		010-32100-0-00000-82000-43000-0-0000	\$387.90		
Total Check Amount:								\$387.90		
014035	FIRST QUALITY PRODUCE	PV-210439	3/22/2021		365876/545		130-53100-0-00000-37000-47000-0-0000	\$2,101.25		
Total Check Amount:								\$2,101.25		
012699	LOZANO SMITH	PV-210440	3/10/2021		2129710		010-00000-0-00000-72000-58000-0-0000	\$863.62		
Total Check Amount:								\$863.62		
013678	MID VALLEY DISPOSAL	PV-210438	3/31/2021		2040649		010-00000-0-00000-82000-55000-0-0000	\$368.56		
Total Check Amount:								\$368.56		
013152	OFFICE DEPOT	PV-210442	3/25/2021		NONE		010-11000-0-11100-10000-43000-0-0000	\$675.89		
Total Check Amount:								\$675.89		
011872	PRODUCERS DAIRY FOODS INC.	PV-210441	3/25/2021		3/15,18,22,25		130-53100-0-00000-37000-47000-0-0000	\$1,266.84		
	PRODUCERS DAIRY FOODS INC.		3/25/2021		3/15,18,22,25		130-53100-0-00000-37000-47000-0-0000	\$1,266.84	H	
Total Check Amount:								\$2,533.68		
013693	TULARE COUNTY SUPT. OF SCHOOLS	PV-210443	2/24/2021		211168		010-00000-0-11100-10000-58000-0-0000	\$3,000.00		
	TULARE COUNTY SUPT. OF SCHOOLS	PV-210444	3/15/2021		211339		010-00000-0-11100-10000-58000-0-0000	\$500.00		
Total Check Amount:								\$3,500.00		
013634	VISALIA UNIFIED SCHOOL DIST.	PV-210445	1/20/2021		NONE		010-00000-0-11100-10000-58000-0-0000	\$94.50		
	VISALIA UNIFIED SCHOOL DIST.		1/20/2021		NONE		010-00000-0-11100-10000-58000-0-0000	\$29.25		
	VISALIA UNIFIED SCHOOL DIST.		1/20/2021		NONE		010-00000-0-11100-10000-58000-0-0000	\$621.00		

Accounts Payable Final PreList - 3/31/2021 9:47:36PM

*** FINAL ***

Batch No 352
Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
Total Check Amount:								\$744.75		

Accounts Payable Final PreList - 3/31/2021 9:47:36PM

*** FINAL ***

Batch No 352

Vendor No	Vendor Name	Reference	Invoice				Separate			Audit
		Number	Date	PO #	Invoice No	Check	Account Code	Amount	Flag	EFT
<hr/>										
Total District Payment Amount:										\$18,854.41

Accounts Payable Final PreList - 3/31/2021 9:47:36PM

*** FINAL ***

Batch No 352

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 352								Total Accounts Payable:	\$18,854.41	

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 18,854.41 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

Fund Summary	Total
010	\$14,219.48
130	\$4,634.93
Total	\$18,854.41

Accounts Payable Final PreList - 4/9/2021 7:34:10AM

*** FINAL ***

Batch No 353

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013550	AMERICAN INCORPORATED	PV-210446	3/31/2021		7126266		010-81500-0-00000-81100-56000-0-0000	\$900.00		
Total Check Amount:								\$900.00		
013911	CALIFORNIA WATER SERVICES	PV-210447	3/31/2021		0045417		010-81500-0-00000-81100-58000-0-0000	\$1,625.00		
	CALIFORNIA WATER SERVICES		3/31/2021		0045417		010-81500-0-00000-81100-58000-0-0000	\$500.00		
	CALIFORNIA WATER SERVICES		3/31/2021		0045417		010-81500-0-00000-81100-58000-0-0000	\$2,346.49		
Total Check Amount:								\$4,471.49		
013390	ENVIRO CLEAN	PV-210448	4/1/2021		0131695		010-32100-0-00000-82000-43000-0-0000	\$409.45		
	ENVIRO CLEAN		4/1/2021		0131695		010-00000-0-00000-82000-43000-0-0000	\$924.50		
Total Check Amount:								\$1,333.95		
012703	M.GREEN & CO	PV-210449	4/1/2021		147764		010-00000-0-00000-71910-58000-0-0000	\$1,595.00		
Total Check Amount:								\$1,595.00		
014076	RES-COM PEST CONTROL	PV-210450	4/6/2021		1916749		010-00000-0-00000-82000-55000-0-0000	\$150.00		
Total Check Amount:								\$150.00		
013891	SAN JOAQUIN CO. OF EDUCATION	PV-210451	4/1/2021		NONE		010-32150-0-11100-10000-58000-0-0000	\$4,500.00		
Total Check Amount:								\$4,500.00		
014097	SCHOOLINSITES.COM	PV-210453	3/26/2021		42998		010-00000-0-00000-72000-58000-0-0000	\$2,200.00		
Total Check Amount:								\$2,200.00		
013829	SISC III	PV-210454	4/1/2021		APRIL		010-00000-0-00000-00000-95028-0-0000	\$1,594.80		G
	SISC III		4/1/2021		APRIL		010-00000-0-00000-00000-95024-0-0000	\$65,611.53		G
Total Check Amount:								\$67,206.33		
014051	SJVAPCD	PV-210452	4/2/2021		S157818		010-00000-0-00000-82000-58000-0-0000	\$501.00		
Total Check Amount:								\$501.00		
012222	SYSCO	PV-210455	3/25/2021		MARCH		130-53100-0-00000-37000-47000-0-0000	\$11,608.11		
	SYSCO		3/25/2021		MARCH		130-53100-0-00000-37000-43000-0-0000	\$30.75		

Accounts Payable Final PreList - 4/9/2021 7:34:10AM

*** FINAL ***

Batch No 353

Vendor No	Vendor Name	Reference	Invoice	PO #	Invoice No	Separate	Account Code	Amount	Audit	
		Number	Date			Check			Flag	EFT
Total Check Amount:								\$11,638.86		
013932	U.S. BANK CORPORATE PAYMENT	PV-210457	3/25/2021		NONE		010-00000-0-00000-82000-43000-0-0000	\$732.44	M	
	U.S. BANK CORPORATE PAYMENT		3/25/2021		NONE		010-41270-0-11100-10000-43000-0-0000	\$861.12	M	
	U.S. BANK CORPORATE PAYMENT		3/25/2021		NONE		010-32100-0-11100-10000-43000-0-0000	\$576.38	M	
	U.S. BANK CORPORATE PAYMENT		3/25/2021		NONE		010-00000-0-11100-10000-43000-0-0000	\$793.51	M	
	U.S. BANK CORPORATE PAYMENT		3/25/2021		NONE		010-58126-0-11100-10000-43000-0-0000	\$595.62	M	
	U.S. BANK CORPORATE PAYMENT		3/25/2021		NONE		010-00000-0-00000-72000-58000-0-0000	\$259.49	M	
	U.S. BANK CORPORATE PAYMENT		3/25/2021		NONE		010-00000-0-00000-27000-53000-0-0000	\$500.00	M	
	U.S. BANK CORPORATE PAYMENT		3/25/2021		NONE		010-00000-0-00000-72000-43000-0-0000	\$667.71	M	
Amount Subject to Use Tax:						\$68.00	Use Tax Amount:	\$0.00		
Total Check Amount:								\$4,986.27		
013576	ULINE	PV-210456	3/19/2021		131929279		010-32120-0-00000-82000-44000-0-0000	\$5,010.83		
Total Check Amount:								\$5,010.83		

Accounts Payable Final PreList - 4/9/2021 7:34:10AM

*** FINAL ***

Batch No 353

Vendor No	Vendor Name	Reference	Invoice				Separate			Audit
		Number	Date	PO #	Invoice No	Check	Account Code	Amount	Flag	EFT
							Total District Payment Amount:		\$104,493.73	

Accounts Payable Final PreList - 4/9/2021 7:34:10AM

*** FINAL ***

Batch No 353

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Batch No 353

Total Accounts Payable:

\$104,493.73

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 104,493.73 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

Fund Summary	Total
010	\$92,854.87
130	\$11,638.86
Total	\$104,493.73

6.2

**Summary of Salary Settlement Agreement
With the**

Oak Valley Union School District

School District

Section 1: AGREEMENT

Document Preliminary / Final Approved
(circle one)

Name of Bargaining/Represented Unit

CTA

The proposed agreement covers the period beginning

7/1/2020

and ending

6/30/2022

and

will be acted upon by the Governing Board at its meeting on

4/13/2021

Select the type of employee represented

1. Certificated Salaries

Report Version

2014.1

49

1. Certificated Salaries

2. Classified Salaries

H:\business\administrative\BOARD BUSINESS\RES-BP-AR\PUBLIC DISC\Oak Valley salary-settlement-2020

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the
Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213) as well as the Salary Settlement Notification
requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

PUBLIC DISCLOSURE

The agreement was publicly disclosed on :

4/8/2021

Date

The agreement was [posted at / advertised in] :

Location / Newspaper

(circle one)

Details of Distribution

GENERAL

Section 2: STATUS OF BARGAINING UNIT AGREEMENTS

If this Public Disclosure is **NOT** applicable to all of the District's bargaining units, indicate the current status.

Certificated

(Select One)

Settled

of Employees Represented

30

Classified

(Select One)

Settled
Pending Settlement
Not Represented
Included in Disclosure

Positive Certification
Qualified - Comments Attached
Negative - Comments Attached

Section 3: PROPOSED CHANGE IN COMPENSATION

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement			
		Current Year Increase/Decrease 2020-21	Year 2 Increase/Decrease 2021-22	Year 3 Increase/Decrease 2022-23	
1 Salary Schedule	\$ 2,108,203.19	\$84,328.13	\$87,701.25	\$0.00	
% Increase		4.00%	4.00%	0.00%	%
		\$0.00	\$0.00	\$0.00	
Step and Column		0.00%	0.00%	0.00%	%
2 Other Compensation	\$0.00	\$0.00	\$0.00	\$0.00	
Stipends, Bonuses, Longevity Overtime, Differential, etc		0.00%	0.00%	0.00%	%
Description of other compensation					
3 Statutory Benefits STRS, PERS, FICA, WC, UL, Medicare	\$429,062.18	\$17,162.49	\$17,848.99	\$0.00	
		4.00%	4.00%	0.00%	%
4 Health/Welfare Plans	\$0.00	\$0.00	\$0.00	\$0.00	
		0.00%	0.00%	0.00%	%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 2,537,265.37	\$101,490.62	\$105,550.24	\$0.00	
		4.00%	4.16%	0.00%	%
6 Total Number of Represented Employees (Use FTEs if appropriate)	30.00				
7 Total Compensation Cost for Average Employee	\$84,575.51	\$3,383.02	\$3,518.34	\$0.00	
		4.00%	4.16%	0.00%	%

Section 4: EXPLANATIONS REGARDING PROPOSAL

Oak Valley Union School District School District

Please include an explanation for all questions.

1 Provide a brief narrative of the proposed agreement, including but not limited to:

Proposed changes in compensation, step and column, COLA, health & welfare, include effective dates.

20/21 4% one-time off salary schedule bonus. 21/22 a salary increase of 4%. Update health and welfare contribution to cover costs increases for October 1, 2020 until September 30, 2022 (already in the budget). Modify teacher hourly rate from \$35 to \$46.

2 Were any additional steps, columns, or ranges added to the schedules? (If yes, explain)

No

3 Explain Non-Compensation Items. I.e. Class Size changes, Staff Development Days, Teacher Prep Time, etc.

Modify first - third class size number to 22.

4 Explain specific impact (positive or negative) on instructional and support programs to accommodate the settlement? Include staff reductions or increases, elimination or addition of services or programs.

None

5 Describe contingency language included in the agreement.

See attachment.

6 Are there any major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.?

None

7 What is the Source of Funding for Proposed Agreement in Current Year?

Unrestricted General Fund

8 If multi-year agreement, what is the source of funding, including assumptions used, to fund the obligations in future years?

Multi-year

Section 6: IMPACT ON CURRENT YEAR		Oak Valley Union School District School District			
General Fund	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$5,881,479	\$0	\$0	\$0	\$5,881,479
Federal Revenues	\$679,681	\$0	\$0	\$0	\$679,681
Other State Revenues	\$452,130	\$0	\$0	\$0	\$452,130
Other Local Revenues	\$89,302	\$0	\$0	\$0	\$89,302
TOTAL	\$7,102,592	\$0	\$0	\$0	\$7,102,592
OPERATING EXPENDITURES					
Certificated Salaries	\$2,557,746	\$84,328	\$0	\$0	\$2,642,074
Classified Salaries	\$873,501	\$0	\$0	\$0	\$873,501
Employee Benefits	\$1,749,203	\$17,162	\$0	\$0	\$1,766,365
Books and Supplies	\$784,899	\$0	\$0	\$0	\$784,899
Services, Other Operating Expenses	\$797,096	\$0	\$0	\$0	\$797,096
Capital Outlay	\$308,673	\$0	\$0	\$0	\$308,673
Other Outgo	\$25,384	\$0	\$0	\$0	\$25,384
Direct/Indirect Support Costs	-\$13,780	\$0	\$0	\$0	-\$13,780
TOTAL	\$7,082,722	\$101,490	\$0	\$0	\$7,184,212
OPERATING SURPLUS (DEFICIT)	\$19,870	-\$101,490	\$0	\$0	-\$81,621
OTHER FINANCING SOURCES/USES					
Transfers In	\$0	\$0	\$0	\$0	\$0
Transfers <Out>	-\$75,710	\$0	\$0	\$0	-\$75,710
Other Sources	\$0	\$0	\$0	\$0	\$0
Other <Uses>	\$0	\$0	\$0	\$0	\$0
Contributions	\$0	\$0	\$0	\$0	\$0
TOTAL	-\$75,710	\$0	\$0	\$0	-\$75,710
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$55,840	-\$101,490	\$0	\$0	-\$157,331
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$4,626,172				\$4,626,172
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$4,626,172				\$4,626,172
Ending Fund Balance	\$4,570,332	-\$101,490	\$0	\$0	\$4,468,841
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable	\$0				\$0
b. Restricted	\$0				\$0
c. Committed	\$0				\$0
1. Stabilization Arrangements	\$0				\$0
2. Other Commitments	\$0				\$0
d. Assigned	\$0				\$0
e. Unassigned/Unappropriated	\$0				\$0
1. Reserve for Economic Uncertainties	\$0				\$0
2. Unassigned/Unappropriated	\$4,570,332				\$4,468,841
f. Total Components of Ending Fund Balance (Line f must agree with Ending Fund Balance)	\$4,570,332				\$4,468,841

Section 7: IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES	
1. State Reserve Standard	
Total Expenditures, Transfers Out and Uses	\$ 7,259,922
State Standard Minimum Reserve Percentage	4%
State Standard Minimum Reserve Amount	\$ 290,397
2. Budgeted Unrestricted Reserved	
1. General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789)	\$ 0
2. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 4,303,229
3. Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance	\$ 138,689
Total District Budgeted Unrestricted Reserves (sum lines 1 - 3)	\$ 4,441,917
3. Do unrestricted reserves meet the state standard minimum reserve amount?	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Section 8: CERTIFICATION

Oak Valley Union School District School District

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN LCFF FUNDING

- | | |
|---|----------------|
| (a) LCFF Base Funding for year prior to settlement | \$4,599,999.00 |
| (b) Projected LCFF Base Funding for year of settlement | \$4,599,999.00 |
| (c) Amount of Current-Year Increase: (b) minus (a) | \$0.00 |
| (d) Percentage Increase Base LCFF Funding: (c) divided by (a) | 0.00% |
| (e) Total Compensation Percentage Increase from
Section 3, Line 7, Page 1 for current year | 4.00% |

THE FOLLOWING BUDGET REVISIONS WILL BE NECESSARY TO FUND THE COSTS OF THIS AGREEMENT

Revisions must be filed with County Office of Education within 45 days of adoption (E.C. 42142)

Description	Revenue Increases	Expenditure Decreases	Fund Balance Reduction
#####			\$84,328.13
Cost of associated benefits			\$17,162.49
Totals (must agree with Section 6)	\$0	\$0	\$101,490.62

Budget Revisions must be filed with County Office of Education on or before:

5/28/2021

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement.

Certification of Financial Condition

District Superintendent
(Signature)

4/13/2021
Date

Positive Certification
Select One

District Chief Business Officer
(Signature)

4/13/2021
Date

Positive Certification

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on, took action to approve the proposed Agreement with the figures as calculated per the agreement.

CTA

Bargaining Unit and adopted the new budget

President, Governing Board
(Signature)

4/13/2021
Date

Oak Valley Union School District School District

MINIMUM RESERVE LEVEL					
Minimum Required Percent	4%				
Required Amount per Form MYP Attached	286,337		288,974		291,395
Required Amount after Settlement	290,397		293,196		291,395
Over (Under) Required Reserves	4,011,832		3,822,386		3,481,603
Reserve Requirement Met?	Yes		Yes		Yes

Section 3 :Proposed Change in Compensation					
Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement			
		Current Year Increase/Decrease 2020-21	Year 2 Increase/Decrease 2021-22	Year 3 Increase/Decrease 2022-23	
1 Salary Schedule	\$ 2,108,203.19	\$84,328.13	\$87,701.25	\$0.00	
% Increase		4.00%	4.00%	0.00%	%
		\$0.00	\$0.00	\$0.00	
Step and Column		0.00%			%
2 Other Compensation	\$0.00	\$0.00	\$0.00	\$0.00	
Stipends, Bonuses, Longevity Overtime, Differential, etc					%
Description of other compensation					
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$429,062.18	\$17,162.49	\$17,848.99	\$0.00	
		4.00%	4.00%		%
4 Health/Welfare Plans		\$0.00	\$0.00	\$0.00	
					%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 2,537,265.37	\$101,490.62	\$105,550.24	\$0.00	
		4.00%	4.16%	0.00%	%

Section 6: IMPACT ON CURRENT YEAR					
General Fund - Unrestricted	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	<Previously> Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$5,881,479				\$5,881,479
Federal Revenues	\$0				\$0
Other State Revenues	\$104,377				\$104,377
Other Local Revenues	\$87,892				\$87,892
TOTAL	\$6,073,748		\$0	\$0	\$6,073,748
OPERATING EXPENDITURES					
Certificated Salaries	\$2,479,276	\$84,328			\$2,563,604
Classified Salaries	\$668,887	\$0			\$668,887
Employee Benefits	\$1,352,583	\$17,162			\$1,369,746
Books and Supplies	\$301,997				\$301,997
Services, Other Operating Expenses	\$598,162				\$598,162
Capital Outlay	\$258,673				\$258,673
Other Outgo	\$25,384				\$25,384
Direct/Indirect Support Costs	-\$13,780				-\$13,780
TOTAL	\$5,671,182	\$101,490	\$0	\$0	\$5,772,673
OPERATING SURPLUS (DEFICIT)	\$402,566	-\$101,490	\$0	\$0	\$301,075
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	-\$75,710				-\$75,710
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	-\$379,887				-\$379,887
TOTAL	-\$455,597	\$0	\$0	\$0	-\$455,597
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$53,031	-\$101,490	\$0	\$0	-\$154,522
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$4,457,750				\$4,457,750
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$4,457,750				\$4,457,750
Ending Fund Balance	\$4,404,719	-\$101,490	\$0	\$0	\$4,303,229
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable					
b. Restricted					
c. Committed					
1. Stabilization Arrangements					
2. Other Commitments					
d. Assigned					
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncertainties					
2. Unassigned/Unappropriated	\$4,404,719				\$4,303,229
f. Total Components of Ending Fund Balance (Line f must agree with Ending Fund Balance)	\$4,404,719				\$4,303,229

Section 3: Proposed Change in Compensation		Fiscal Impact of Proposed Agreement			
Compensation		Costs prior to Proposed Agreement	Current Year Increase/Decrease 2020-21	Year 2 Increase/Decrease 2021-22	Year 3 Increase/Decrease 2022-23
1	Salary Schedule		\$0.00	\$0.00	\$0.00
	% Increase		4.00% %	4.00% %	0.00% %
			\$0.00	\$0.00	\$0.00
	Step and Column		0.00% %	0.00% %	0.00% %
2	Other Compensation		\$0.00	\$0.00	\$0.00
	Stipends, Bonuses, Longevity Overtime, Differential, etc		0.00% %	0.00% %	0.00% %
	Description of other compensation				
3	Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare		\$0.00	\$0.00	\$0.00
			4.00% %	4.00% %	0.00% %
4	Health/Welfare Plans		\$0.00	\$0.00	\$0.00
			0.00% %	0.00% %	0.00% %
5	Total Compensation, Add Items 1 thru 4 to equal 5	\$ -	\$0.00	\$0.00	\$0.00
			#DIV/0! %	#DIV/0! %	#DIV/0! %

Section 6: IMPACT ON CURRENT YEAR					
General Fund - Restricted	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$0				\$0
Federal Revenues	\$679,681				\$679,681
Other State Revenues	\$347,753				\$347,753
Other Local Revenues	\$1,410				\$1,410
TOTAL	\$1,028,844		\$0	\$0	\$1,028,844
OPERATING EXPENDITURES					
Certificated Salaries	\$78,470	\$0			\$78,470
Classified Salaries	\$204,614	\$0			\$204,614
Employee Benefits	\$396,619	\$0			\$396,619
Books and Supplies	\$482,902				\$482,902
Services, Other Operating Expenses	\$198,934				\$198,934
Capital Outlay	\$50,000				\$50,000
Other Outgo	\$0				\$0
Direct/Indirect Support Costs	\$0				\$0
TOTAL	\$1,411,540	\$0	\$0	\$0	\$1,411,540
OPERATING SURPLUS (DEFICIT)	-\$382,696	\$0	\$0	\$0	-\$382,696
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	\$379,887				\$379,887
TOTAL	\$379,887	\$0	\$0	\$0	\$379,887
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$2,809	\$0	\$0	\$0	-\$2,809
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$168,422				\$168,422
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$168,422				\$168,422
Ending Fund Balance	\$165,613	\$0	\$0	\$0	\$165,613
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable					
b. Restricted					
c. Committed					
1. Stabilization Arrangements					
2. Other Commitments					
d. Assigned					
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncertainties					
2. Unassigned/Unappropriated	\$165,613				\$165,613
f. Total Components of Ending Fund Balance	\$165,613				\$165,613
(Line f must agree with Ending Fund Balance)					

Parent & Teacher Organizations

[illegible]

Current List must be supplied for each settlement disclosure

Indx	Fund	Restricted	ObjectMajor	ObjectGroup	RevTot
0100RA02	0100	R	A. Revenues	02) Federal Revenues	\$679,680.81
0100RA03	0100	R	A. Revenues	03) Other State Revenues	\$347,753.00
0100RA04	0100	R	A. Revenues	04) Other Local Revenues	\$1,409.72
0100RB01	0100	R	B. Expenditures	01) Certificated Salaries	\$78,470.49
0100RB02	0100	R	B. Expenditures	02) Classified Salaries	\$204,613.76
0100RB03	0100	R	B. Expenditures	03) Employee Benefits	\$396,619.23
0100RB04	0100	R	B. Expenditures	04) Books and Supplies	\$482,902.31
0100RB05	0100	R	B. Expenditures	05) Services, Other Operating Expenses	\$198,933.74
0100RB06	0100	R	B. Expenditures	06) Capital Outlay	\$50,000.00
0100RB08	0100	R	B. Expenditures	08) Direct Support/Indirect Costs	\$0.00
0100RD05	0100	R	D. Other Financing Sources/Uses	05) Contributions	\$379,887.00
0100RI01	0100	R	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$168,421.78
0100UA01	0100	U	A. Revenues	01) LCFF Sources	\$5,881,479.00
0100UA02	0100	U	A. Revenues	02) Federal Revenues	\$0.00
0100UA03	0100	U	A. Revenues	03) Other State Revenues	\$104,377.00
0100UA04	0100	U	A. Revenues	04) Other Local Revenues	\$87,892.37
0100UB01	0100	U	B. Expenditures	01) Certificated Salaries	\$2,479,276.00
0100UB02	0100	U	B. Expenditures	02) Classified Salaries	\$668,887.00
0100UB03	0100	U	B. Expenditures	03) Employee Benefits	\$1,352,583.48
0100UB04	0100	U	B. Expenditures	04) Books and Supplies	\$301,997.00
0100UB05	0100	U	B. Expenditures	05) Services, Other Operating Expenses	\$598,162.00
0100UB06	0100	U	B. Expenditures	06) Capital Outlay	\$258,672.94
0100UB07	0100	U	B. Expenditures	07) Other Outgo	\$25,384.00
0100UB08	0100	U	B. Expenditures	08) Direct Support/Indirect Costs	-\$13,780.00
0100UD02	0100	U	D. Other Financing Sources/Uses	02) Transfers Out	\$75,710.00
0100UD05	0100	U	D. Other Financing Sources/Uses	05) Contributions	-\$379,887.00
0100UI01	0100	U	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$4,457,750.10
1300BA02	1300	B	A. Revenues	02) Federal Revenues	\$270,956.00
1300BA03	1300	B	A. Revenues	03) Other State Revenues	\$19,338.00
1300BA04	1300	B	A. Revenues	04) Other Local Revenues	\$4,185.95
1300BB02	1300	B	B. Expenditures	02) Classified Salaries	\$95,005.66
1300BB03	1300	B	B. Expenditures	03) Employee Benefits	\$44,802.00
1300BB04	1300	B	B. Expenditures	04) Books and Supplies	\$191,000.00
1300BB05	1300	B	B. Expenditures	05) Services, Other Operating Expenses	\$12,000.00
1300BB08	1300	B	B. Expenditures	08) Direct Support/Indirect Costs	\$13,780.00
1300BD01	1300	B	D. Other Financing Sources/Uses	01) Transfers In	\$30,710.00
1300BI01	1300	B	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$31,433.66

**TENTATIVE AGREEMENT BETWEEN THE OAK VALLEY TEACHERS
ASSOCIATION AND THE OVUESD
MARCH 17, 2021**

Article I: Agreement
Status Quo

Article II: Recognition
Status Quo

Article III: District Rights
Status Quo

Article IV: Association Rights

Modify 4.1 Such equipment shall include classroom technology, student and teacher laptops, and copy machines.

Modify 4.2 by including "use of electronic communication i.e. Email, google classroom"

Article V: Teaching Hours

Modify 5.1.1 by changing the work hours to 8:15-3:45 or 8:00-3:30.

Modify 5.1.2 In addition to the 8:15-3:45 or 8:00-3:30 schedule, a 40 minute daily prep will be provided which administration will make their best effort not to interrupt except when accommodating the needs of our students' family.

Modify 5.1.3 Variations from the regular 8:15-3:45 or 8:00-3:30 schedule may be mutually agreed to by the superintendent and the teachers.

Modify 5.3 to include ...periodic supervision duty (a.m. and or p.m.)

Article VI: Negotiation Procedures

Modify 6.1 by ...fifteen days after the sunshine process has been completed.

Modify 6.3 by removing the word "cost"

Article VII: Professional dues or Fees and Payroll Deductions
Status Quo.

Article VIII: Class Sizes

Modify 8.1 First-Third class size number to 22

Article IX: Leaves

Modify 9.2.1 change "any member" to "a member" and add "...his/her immediate family as defined in 9.15.1"

Remove 9.3.3.6 due to the requirement to stay within the State has been removed from the statute.

Modify 9.4.2.1.1 by adding "if applicable"

Modify 9.4.2.2 by removing "immediate" and adding "close" member

Modify 9.4.2.4 by removing “immediate” and adding “close” family
Modify 9.4.3.6 total discretionary days change to (5) five and include 48 hour notice for request and not more than 10% of staff could be absent that day utilizing this type of request.
Modify 9.6.1 by moving the last sentence to 9.5
Modify 9.6.2 remove “infant child (i.e., three (3) years of age or less)” and put “a child”
Remove 9.6.11 section and add new law on Paid Parental Leave (EdCode section 44977.5)
Modify 9.7.1 remove “consecutive”
Modify 9.8.1 remove “twenty (20) week period described in the”
Remove 9.14.1 due to it being covered under the new parental leave provisions
Modify 9.15.1 change “relative” to “individual living in the immediate household of the employee.”

Article X: Reassignment

Modify 10.4.1 by changing “immediate” to advanced
Modify 10.4.2 by changing “transfer” to reassignment

Article XI: Evaluation Procedure

Modify 11.3.1 by changing one walk thru observation each year

Article XII: Salaries

Modify 12.1 No increase in salary for the 2020-2021 school year. A salary increase of 4% for the 2021-2022 school year
Modify 12.1.1 by changing the percentage to 4% one-time off schedule bonus for the 2020-2021 school year
Modify 12.3 pay rate of \$46
Remove 12.4 as it is not needed

Article XIII: Fring Benefits

Modify 13.1.4 by updating contribution to cover costs increase dates October 1, 2020 until September 30, 2022
Remove 13.2.1.4 as not needed
Remove 13.2.1.5 as not needed
Modify 13.4.2 Add “Thereafter, the former employee shall be entitled to COBRA coverage at his/her expense.”
Remove 13.5.4

Article XIV: Grievance Procedure

Modify 14.1.1 by removing the last part of the sentence after “Agreement”
Remove 14.3.1 and 14.3.2 due to being in section 14.5
Modify 14.4.2.3 by stating “mediator shall meet with the grievant, Association and District for the purpose of resolving the grievance as soon as possible”
Remove 14.4.3.2 Already stated elsewhere
Add 14.5.4 Failure by a grievant or the Association to meet a deadline set forth in this Article shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts. Failure by the District to meet a deadline set forth in this Article

shall give the grievant or Association the right to proceed to the next step in the grievance process.

Article XV: Safety and Working Conditions of Employment
Modify 15.1 by adding “strive to”

Article XVI: Job Sharing
Status Quo

Article XVII: Beginning Teacher Support and Assistance (BTSA)
Remove 17.1, 17.2
Modify 17.3 by removing the first part of the paragraph but leave in the qualifications and add that the Superintendent in collaboration with the Principal will determine who will provide BTSA mentorship
Modify 17.6 by removing the \$500 per year stipend

Article XVIII: New Bargaining Unit Member Orientation (AB119)
Status Quo

Article XIX: Savings
Status Quo

Article XX: Effect of Agreement
Status Quo

Article XXI: Term
Modify by adding the effect from July 1, 2020 through June 30, 2021

Appendices:

Appendix D Rules for Initial Placement and Advancement of Salary Schedule:
#8 add “and in other provisions of this agreement (see JobShare section)”

Update B Special Assignment Salary Schedule:

CAASPP Coordinator: \$500
ELPAC Coordinator: \$500
Drama Coach: \$1200
Leadership: \$1200
Yearbook: \$1200
Activity Coaches: \$46/hour
Extended Learning Teachers \$46/hour

Budget Revision Report

BGR030
Justinemgr

4/6/2021
10:12:04AM

Bdg Revision Final

Control Number: 40636721

Account Classification		Approved / Revised	Change Amount	Proposed Budget
Fund:	0100 General Fund			
Expenditures				
Certificated Salaries				
010-00000-0-11100-10000-11000-0-0000		\$1,131,216.00	\$84,328.00	\$1,215,544.00
Total:		\$1,131,216.00	\$84,328.00	\$1,215,544.00
Employee Benefits				
010-00000-0-11100-10000-31010-0-0000		\$164,715.00	\$12,426.00	\$177,141.00
010-00000-0-11100-10000-32010-0-0000		\$30,700.00	\$1,529.00	\$32,229.00
010-00000-0-11100-10000-33012-0-0000		\$9,195.00	\$458.00	\$9,653.00
010-00000-0-11100-10000-33013-0-0000		\$16,939.00	\$1,223.00	\$18,162.00
010-00000-0-11100-10000-35010-0-0000		\$584.00	\$42.00	\$626.00
010-00000-0-11100-10000-36010-0-0000		\$16,558.00	\$1,195.00	\$17,753.00
010-00000-0-11100-10000-37010-0-0000		\$4,005.00	\$289.00	\$4,294.00
Total:		\$242,696.00	\$17,162.00	\$259,858.00
Total Expenditures		\$1,373,912.00	\$101,490.00	\$1,475,402.00
Budgeted Unappropriated Fund Balance before this adjustment:			\$4,570,331.83	
Total Adjustment to Unappropriated Fund Balance:			(\$101,490.00)	
Budgeted Unappropriated Fund Balance after this adjustment:			\$4,468,841.83	

6.3

Budget Revision Report

BGR030
Justinemgr

4/6/2021
10:12:04AM

Bdg Revision Final

Control Number: 40636721

Account Classification

Approved / Revised

Change Amount

Proposed Budget

At a meeting of the school board on _____, the
board approved the above budget account lines change to those
amounts indicated in the proposed budget column.

Authorized by: _____

(County Office Use Only)

Updated at County Office on ____/____/____ by _____

CSBA POLICY GUIDE SHEET

March 2021

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 0420.42 - Charter School Renewal

Policy updated to reflect **NEW LAW (SB 98, 2020)** which amends the criteria for renewal when the two consecutive years immediately preceding the renewal include the 2019-20 school year (i.e., renewals submitted in 2020-21 and 2021-22). Policy adds the requirement that the determination of a charter school's academic progress be based on all the state indicators in the California School Dashboard for which it receives performance levels, provided that the charter school has schoolwide performance levels on at least two measurements of academic performance per year and for at least two student subgroups. Policy also reflects action taken by the State Board of Education (SBE) in November 2020 to approve a list of valid and reliable indicators of academic progress and postsecondary outcomes that may be used to demonstrate a charter school's academic performance.

Board Policy 3110 - Transfer of Funds

Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

Board Policy 3230 - Federal Grant Funds

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

Administrative Regulation 3230 - Federal Grant Funds

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

Administrative Regulation 3311.2 - Lease-Leaseback Contracts

Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid

documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

Administrative Regulation 3311.3 - Design-Build Contracts

Regulation updated to reflect **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

Administrative Regulation 3320 - Claims and Actions Against the District

Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects **NEW LAW (SB 1473, 2020)** which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Board Policy 3452 - Student Activity Funds

Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

Board Policy 3515.3 - District Police/Security Department

Policy updated to reflect **NEW LAW (SB 98, 2020)** which encourages districts to redirect resources currently allocated to district police departments into student support services and professional development on cultural competency and restorative justice. Policy also updates the board's philosophical statement, adds optional language regarding staff training on appropriate contact with district police or security officers, and reflects **NEW LAW (AB 846, 2020)** which requires districts to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing and collaborative problem solving while de-emphasizing the paramilitary aspects of the job. Section on "Conduct of Officers" revised to prohibit discrimination based on protected characteristics, prohibit district officers from assisting with immigration enforcement at district schools, and reflect requirement for district police departments to adopt policy that provides a minimum standard on the use of force. Policy also reflects the district's eligibility to receive surplus military equipment if the board approves the acquisition of such equipment, and adds a section on "Records" which limits officers' access to or release of student records except when otherwise authorized or required by law.

Administrative Regulation 3515.3 - District Police/Security Department

Regulation updated to reflect law which, effective July 1, 2021, extends the requirement to complete a specified course of training to include security officers who work 20 hours per week or less. Regulation also clarifies that the additional training requirements of Penal Code 832 apply to security officers who carry a firearm while performing their duties. Section on "Qualifications of Police Officers" adds the requirement to complete specialized training within two years of the first date of employment. New section on "Use of Force" reflects (1) **NEW LAW (AB 1196, 2020)** which prohibits a law enforcement agency from authorizing the use of carotid restraints or choke holds, and (2) the requirement for district police departments to adopt policy that provide a minimum standard on the use of force that includes specified

components and is consistent with guidelines established by the Commission on Peace Officer Standards and Training.

Board Policy 3600 - Consultants

Policy updated to reflect **NEW LAW (AB 2257, 2020)** which recodifies the three-part test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor, and **NEW LAWS (AB 2257 and AB 323, 2020)** which establish exceptions to the use of the three-part test. Requirement to afford equal opportunity for contracts revised to add ethnicity and reflect **NEW LAW (AB 3364, 2020)** which changes the term "military and veteran status" to "veteran or military status."

Exhibit 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) the rights of employees who are victims of crime or abuse; (2) potential exposure to COVID-19 at a district facility; (3) the right and procedure to access the district's injury and illness prevention program; (4) nondiscrimination on the basis of sex and contact information for the district's Title IX Coordinator; and (5) following an investigation of an alleged misconduct of a district police officer, the district's decision to impose discipline.

Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves

Regulation updated to reflect **NEW LAW (AB 2992, 2020)** which extends leave for employees who are victims of domestic violence, sexual assault, or stalking to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime. Regulation also reflects provisions of AB 2992 which require districts to inform employees of their rights for such leave and authorize employees, when an unscheduled absence occurs, to submit documentation from a victim advocate or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee's behalf.

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect **NEW LAW (SB 1383, 2020)** which, for purposes of leave under the California Family Rights Act, (1) revises the definition of "child" to include the child of a registered domestic partner; (2) includes an employee's grandparent, grandchild, sibling, and registered domestic partner as persons for whom an employee may take leave for a serious health condition; (3) repeals a provision of law which had limited any leave related to the birth or placement of the child to only one parent if a district employs both parents, thereby requiring the district to grant leave to each employee; (4) eliminates the district's authority to deny reinstatement, upon return from leave, for an employee who is among the highest paid 10 percent of district employees when the employee's absence would cause substantial and grievous economic injury to district operations; and (5) authorizes military family leave to attend to an exigency arising when the employee's registered domestic partner is on active duty or on call to active duty status in the National Guard or Reserves or is a member of the regular Armed Forces on deployment to a foreign country.

Board Policy 6142.8 - Comprehensive Health Education

Policy updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental, and social well-being of students and integration of health education with other content areas of the district's curriculum. Policy also reflects law which authorizes districts to provide age-appropriate comprehensive sexual health education prior to grade 7, and law which authorizes instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention provided students are allowed to be excused from such instruction with the written request of the parent/guardian.

Administrative Regulation 6142.8 - Comprehensive Health Education

Regulation updated to more directly reflect state content standards for injury prevention and safety and for personal and community health. Regulation also adds a new section on "High School Health Education" for districts that require a course in health education for graduation, which reflects law requiring that the

course in health education include instruction in sexual harassment and violence and instruction in performing compression-only cardiopulmonary resuscitation. Section on "Students Excused from Health Instruction" expanded to address excusals from (1) comprehensive sexual health education and HIV prevention education; (2) instruction in sexual abuse and/or sexual assault awareness and prevention; (3) any exam, survey, or questionnaire which contains questions about the student's or family's personal beliefs or practices in sex, family life, morality, or religion; and (4) anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex.

Board Policy 7210 - Facilities Financing

Policy updated to add state facilities funding from the Leroy F. Greene School Facilities Act as a method of funding facilities and to reflect **NEW LAW (SB 820, 2020)** which requires filing the audit of completed facilities projects with the California State Controller. Policy also adds the requirement to comply with law and board policy regarding debt issuance and management.

CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – March 2021

District Name: _____

Contact Name: _____ Phone: _____ Email: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0420.42	Charter School Renewal	N/A	
BP 3110	Transfer of Funds		
BP 3230	Federal Grant Funds		
AR 3230	Federal Grant Funds		
AR 3311.2	Lease-Leaseback Contracts		
AR 3311.3	Design-Build Contracts		
AR 3320	Claims and Actions Against the District		
BP 3452	Student Activity Funds		
BP 3515.3	District Police/Security Department	OPTION 1: <input checked="" type="checkbox"/> Both OPTION 2: <input checked="" type="checkbox"/> AND OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/> No Open	
AR 3515.3	District Police/Security Department		
BP 3600	Consultants		
E 4112.9 4212.9 4312.9	Employee Notifications		
AR 4161.2 4261.1 4361.2	Personal Leaves		

CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – March 2021

District Name: _____

AR 4161.8 4261.8 4361.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input checked="" type="checkbox"/> OPTION 4: <input type="checkbox"/> AND OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/>	
BP 6142.8	Comprehensive Health Education		
AR 6142.8	Comprehensive Health Education		
BP 7210	Facilities Financing		



1512 Silica Avenue
Sacramento, CA 95815

7.2

April 5th, 2021

Oak Valley Union Elementary School District
24500 Road 68
Tulare, CA 93274-9607

Attn.: Heather Pilgrim, Superintendent

Reference: Needle Point Bi-polar Ionization installation for:
Oak Valley Elementary School

SitelogIQ is pleased to provide you with our proposal to provide labor and materials to implement Engineered Infection Prevention (EIP) measures & improve indoor air quality (IAQ) at the above referenced sites.

SCOPE OF WORK:

This proposal includes a total of (52) needle point bi-polar ionization devices manufactured by Global Plasma Solutions (GPS) to be installed on the existing HVAC systems. The GPS devices create negative and positive Ions, which are nature's cleaning agent. GPS devices will help in reducing airborne particles (dust, pollen) via agglomeration, odor reduction (VOC's) and pathogen reduction (bacteria, viruses, mold spores). GPS devices have been tested to be effective in inhibiting and eradicating SARS-CoV-2 strain of Coronavirus commonly known as COVID-19. GPS devices do not take the place of CDC guidelines for preventing the contraction or spread of COVID-19.

The following lists in detail the EIP Scope of Work to be performed for the existing HVAC units at the sites listed below:

- Provide and install (52) GPS-FC48-AC self-cleaning Needle Point Bi-polar ionization devices, as listed in the Scope of Work below. The FC48 creates 400 Million Ions/CC/Sec and is UL867 and UL2998 listed as ozone free.
- Provide and install necessary electrical material to power the GPS device from an existing power source.
- Provide and install necessary mounting hardware required for the equipment being installed.
- Daily removal of debris generated by SitelogIQ personnel.
- Equipment check, test and start up by SitelogIQ technicians.
- One-year warranty on all SitelogIQ supplied materials and labor.

Total Price to perform the above *EIP* Scope of Work will be **\$59,728.00**

ASSUMPTIONS and CLARIFICATIONS:

- This proposal is to be incorporated into the contract. Any terms and conditions stated herein supersede any other contract statements or wording which may conflict.
- In the absence of reliable as-built plans and the limited time allotted to engineer the solutions, though unanticipated there may be some changes to the scope of work based on GPS unit

quantities & other unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the Customer and SiteLogIQ for any credits or additional costs required.

- SiteLogIQ includes DIR reporting, prevailing wage labor and other applicable provisions required for public sector projects.
- The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this quotation. SiteLogIQ shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
- This proposal is based on the assumption that unfettered access to the work areas will be provided to SiteLogIQ and its subcontractors. All work is to be performed during Shift hours, Monday-Friday.
- SiteLogIQ assumes that the existing system(s) and its components to be re-used (HVAC units, piping, ductwork, electrical, roofing, ductwork, etc.) are in proper operating condition. SiteLogIQ cannot warrant the performance of pre-existing equipment and systems.
- The use of the proposed technology is not intended to take the place of reasonable precautions to prevent the transmission of pathogens, including, but not limited to COVID-19. It is important to comply with all applicable public health laws and guidelines issued by federal, state, and local governments and health authorities as well as official guidance published by the Centers for Disease Control and Prevention (CDC), including but not limited to social distancing, hand hygiene, cough etiquette, and the use of face masks.

EXCLUSIONS:

- All Electric power wiring other than required to support the installation of the GPS devices.
- Design Engineering, Acoustical Engineering, noise reduction provisions, mechanical permits, project bonding.
- Fire sprinklers, Fire override control, Smoke Detector monitoring or fire life safety controls.
- DSA fees, reviews and approvals. (DSA exempted project)
- Repairs or replacement of any building, electrical or HVAC systems that are not functioning properly as a result of pre-existing condition; duct leakage testing or repairs.
- New concrete, sheet rock, wood and tile cutting & patching, any sheet rock & concrete work; framing; carpentry; roofing; painting; floors or ceilings, soffits or shafts for ductwork, piping, HVAC units and appliances; roof screens.
- Install on Ductless systems, make up air systems, and unit heaters. Unless mentioned above.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- Ion concentration sensors, on-going monitoring & testing to confirm effectiveness of the proposed technology on pathogen mitigation and removal.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Overtime labor.
- Any and all items not specified in this scope and not shown on the mentioned above plans.



1512 Silica Avenue
Sacramento, CA 95815

Thank you for the opportunity to offer this proposal. We look forward to working with you to make this a successful and well-coordinated project. Please don't hesitate to contact me with questions at (916) 870-8915.

Sincerely,

Christopher Bristow, P.E., CEM
Mechanical Engineer

ACCEPTANCE

Title: _____

P.O. _____

Approved By: _____

Date: _____



1512 Silica Avenue
Sacramento, CA 95815

SITELOGIQ GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("**Terms**") are incorporated into and are made a part of a work authorization, proposal, or contract (the "**Contract**") between Famand, Inc., a California corporation, dba SiteLogIQ ("**SIQ**") and the customer identified in the Contract (the "**Customer**"). Each of SIQ and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**." SIQ has agreed to provide the labor (the "**Services**") and Materials (defined below) (collectively, the "**Work**") at the location (the "**Job Site**") for the price (the "**Price**") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "**Agreement**".

1. Performance of Services. SIQ will perform the Services in a good and workmanlike manner. SIQ warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of SIQ with no charge for the labor.
2. Disclaimer of All Warranties. SIQ does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "**Materials**") that SIQ will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, SIQ specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from SIQ as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. Limitation on Liability. In no event shall SIQ be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to SIQ under the Contract for the Services, unless it is finally determined that SIQ was grossly negligent or acted willfully or fraudulently. In no event shall SIQ be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if SIQ has been apprised of the possibility thereof. SIQ will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. Insurance. Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. SIQ will maintain comparable insurance.
5. Change Orders. The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, SIQ may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. SIQ shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of SIQ to request or require such a change order shall not limit SIQ's right to receive payment for additional or different Work performed at Customer's request.
6. Payment Terms; Penalties for Late Payment. Invoices are due and payable to SIQ within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half

percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.

7. Work Stoppage. SIQ shall have the right to cease performing the Services if any payment is not made to SIQ when due. If SIQ's performance is stopped for a period of thirty (30) days or more for any reason other than SIQ's breach of the Agreement, SIQ may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including SIQ's normal overhead plus its profit margin. Thereafter, SIQ shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.

8. Remedies in Event of Default by Customer. If Customer defaults in any of its obligations under the Contract, SIQ shall have the right to recover, as damages, at SIQ's option, either the reasonable value of Work performed by SIQ or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by SIQ is expressly agreed to be and remain in SIQ until Customer pays SIQ in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, SIQ shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by SIQ without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for SIQ arising therefrom.

9. Environmental Conditions. The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "**Hazardous Substance**" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance SIQ brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to SIQ that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to SIQ in advance of the performance of the Work. In the event SIQ encounters on the Job Site any Hazardous Substance in the course of performing the Work, SIQ may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and SIQ shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to SIQ's sole satisfaction. SIQ will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of SIQ, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, SIQ may terminate the Contract and SIQ shall be entitled to those damages set forth in Section 7 hereof. SIQ shall not be required to perform any work relating to Hazardous Substances unless SIQ consents to do such work and SIQ is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to SIQ), indemnify, and hold harmless SIQ and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. Indemnification and Waiver. Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to SIQ), indemnify, and hold harmless SIQ and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. Arbitration of Disputes. In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. Miscellaneous. The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.



Suite 102
Ontario, CA 91761
888-937-3005

Estimate

Date	Estimate #
3/19/2021	5723

Name / Address
Oak Valley Union Elem. School District 24500 RD. 68 Tulare, CA 93274

Ship To
Oak Valley Union Elem. School District Attn: Chromebooks OPT 24500 RD. 68 Tulare, CA 93274

		Project		Rep
		(625) Chromebooks		House
Item	Description	Qty	Rate	Total
25-1118	Oak Valley USED 2020-2021 Chromebooks - Lenovo Option Bid per NCPA Lenovo Contract Number 01-46 Lenovo Idea Pad Flex 5 13.3" Multi Touch Screen - INTEL CELERON N4020S202U - 4 GIG ON BOARD SOLDERED RAM 32 GIG EMMC 5.1 - USB-C 3.1 Gen 1 (PowerShare), USB 3.1 Gen 1, 2 x USB-C (Power Delivery), Headphone/microphone combo jack	200	359.99	71,998.00T
25-1120	Lenovo 300e Chromebook (2nd Gen) 11" Touch Screen - CELERON 1.1 GZ N4020 2400 MHZ - 4 GIG ON BOARD SOLDERED RAM 32 GIG EMMC 5.1 - USB-C 3.1 Gen 1 (PowerShare), USB 3.1 Gen 1, 2 x USB-C (Power Delivery), Headphone/microphone combo jack	400	330.52815	132,211.26T
25-1021	Electronic Waste Recycle Fee screens 4"-15" Bid per NCPA Lenovo Contract Number 01-46	600	4.00	2,400.00

Estimate valid for 60 days		Subtotal		\$206,609.26
		Sales Tax (7.75%)		\$15,826.22
		Total		\$222,435.48
		Email Inquiries to:	Website	
		sales@onpointclassroom.com	www.onpointclassroom.com	

Signature: _____ Date: _____

Print Name: _____

Email or Phone: _____

**Email Signed Estimate or Purchase Orders to:
orders@onpointclassroom.com**



Suite 102
Ontario, CA 91761
888-937-3005

Estimate

Date	Estimate #
2/2/2021	5722

Name / Address
Oak Valley Union Elem. School District 24500 RD. 68 Tulare, CA 93274

Ship To
Oak Valley Union Elem. School District Attn: Chromebooks 24500 RD. 68 Tulare, CA 93274

		Project		Rep
		(625) Chromebooks		House
Item	Description	Qty	Rate	Total
25-1014	Oak Valley USED 2020-2021 Chromebooks - Licensing Option Google Chrome Management console	600	32.00	19,200.00
Estimate valid for 60 days		Subtotal		\$19,200.00
Signature: _____ Date: _____		Sales Tax (7.75%)		\$0.00
Print Name: _____		Total		\$19,200.00
Email or Phone: _____		Email Inquiries to:	Website	
		sales@onpointclassroom.com	www.onpointclassroom.com	

Email Signed Estimate or Purchase Orders to:
orders@onpointclassroom.com