

OAK VALLEY UNION ELEMENTARY SCHOOL DISTRICT
REGULAR MEETING of the GOVERNING BOARD
Tuesday, July 26, 2022
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 June 28, 2022 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

(5.0) ADMINISTRATORS' REPORTS

(5.1) Governor's Budget update on funding:

(5.1)1. LCFF Base Adjustment

(5.1)2. Learning Recovery Grant

(5.1)3. Arts, Music, and Instructional Materials Discretionary Block Grant

(5.1)4. ELO-P

(5.1)5. State Meal Reimbursement Rate Increase

(5.1)6. UPK facilities grant

(5.1)7. Special Ed Base grant adjustment

(5.2) Williams/Valenzuela 2nd Qtr Report

(6.0) BUSINESS SERVICES

(6.1) Approval authorization to pay vouchers as presented.

Motion by _____ Second _____ ACTION ()

(6.2) Approval of Budget Revisions as presented. None

Motion by _____ Second _____ ACTION ()

(7.0) DISTRICT ADMINISTRATION

(7.1) First read of CSBA Policy for September 2021, December 2021, and March 2022.

(7.2) Approval of invoice 2305 from A & B Machinery Inc. for the Food Golf Cart that will be used for 2nd Chance Breakfast.
Cost: 20,000
Funding Source: KIT grant

Motion by _____ Second _____ ACTION ()

(7.3) Approval of resolution 2022-11 in the matter of applying for a grant from the California Energy Commission to implement a CalSHAPE program project.
Cost: None

Motion by _____ Second _____ ACTION ()

AYES:
NOES:
ABSTAIN:
ABSENT:

(7.4) Approval of the purchase of an additional salad bar for the cafeteria to serve fresh fruits and vegetables.
Costs: 7,378.00
Funding Source: KIT

Motion by _____ Second _____ ACTION ()

(7.5) Approval of OVTA salary settlement agreement for the 2022-2023SY.
Costs: 293,813
Funding Source: General Fund

Motion by _____ Second _____ ACTION ()

(8.0) ORGANIZATIONAL BUSINESS

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

ADJOURNMENT

Motion by _____ Second _____ ACTION ())

ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING

August 9, 2022 @ 10:00 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, June 28, 2022
MINUTES

TIME: 4:00pm

PLACE: District Conference Room

CALL TO ORDER AND ROLL CALL 4:03PM

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	absent

PLEDGE OF ALLEGIANCE

(1.0) APPROVAL OF AGENDA

Motion by J. Mendonca Second M. Nunes ACTION (4-0)

(2.0) APPROVAL OF MINUTES

The minutes of the regular meeting held on June 14, 2022 are presented for Board approval.

Motion by J. Benevedes Second J. Mendonca ACTION (4-0)

(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) ADMINISTRATORS' REPORTS

(5.1) Superintendent Pilgrim
(5.1)1. 2022-2023 work calendar

Supt. Pilgrim shared a copy of her work calendar for the upcoming school year with each of the board members.

(5.1)2. Local Performance Indicator review

Supt. Pilgrim reviewed each of the local indicators with the board indicating the status of how Oak Valley is performing and meeting state requirements.

(5.1)3. Classified salary schedule discussion

Supt. Pilgrim and the board discussed the classified salary schedule and how new minimum wage requirements are having an effect on the ranges and classifications.

(5.1)4. 2nd Chance Breakfast discussion

Supt. Pilgrim shared with the board the benefits from offering the second chance breakfast. She also shared her idea of having a food cart out at recess break with a designated eating area so that students can retrieve a snack at break more easily. The board liked the idea of the food cart and gave direction to move forward with the idea.

(6.0) BUSINESS SERVICES

(6.1) Approval authorization to pay vouchers as presented.

Motion by M. Nunes Second J. Mendonca ACTION (4-0)

(6.2) Approval of Budget Revisions as presented. NONE

Motion by _____ Second _____ ACTION ()

(7.0) DISTRICT ADMINISTRATION

(7.1) Approval of Oak Valley Union Elementary School District's 2022-2023 Local Control Accountability Plan (LCAP), LCAP Supplement, Budget Overview for Parents, and LCAP/LCP Annual Update.

Supt. Pilgrim reviewed the LCAP before the board and questions were answered.

Motion by J. Mendonca Second J. Benevedes ACTION (4-0)

(7.2) Approval of Oak Valley Union Elementary School District's 2022-2023 Proposed Budget.

The board reviewed the budget for the 22-23 School year and Gabby Gutierrez, Business Manager, presented the budget for approval.

Motion by J. Benevedes Second M. Nunes ACTION (4-0)

(7.3) Approval of SB 858 Excess of State Recommended Reserves Disclosure for Proposal of 2021-2022 Budget

Gabby Gutierrez, Business Manager presented information for approval on the excess of reserves and described each account.

Motion by J. Mendonca Second M. Nunes ACTION (4-0)

- (7.4) Approval of the Resolution 2022-7 In the Matter of the Spending Determination for Funds Received from the Education Protection Account pursuant to Article XIII, Section 36 of the California Constitution 2022-23 Fiscal Year

Supt. Pilgrim presented the Resolution in the matter of Spending Determination for Funds Received from the Education Protection Account for approval noting it is used for Certificated Personnel only.

Motion by M. Nunes Second J. Benevedes ACTION (4-0)

Ayes: Mederos, Mendonca, Benevedes, Nunes

Noes: 0

Abstain: 0

Absent: Meneses

- (7.5) Approval of Resolution 2022-8 in the matter of Authorizing Inter-fund Loan for Cash Flow Purposes

Supt. Pilgrim presented the resolution in the matter of Authorizing Inter-fund Loans for cash flow purposes for approval.

Motion by J. Benevedes Second J. Mendonca ACTION (4-0)

Ayes: Mederos, Mendonca, Benevedes, Nunes

Noes: 0

Abstain: 0

Absent: Meneses

- (7.6) Approval of Resolution 2022-9 in the matter of Authorizing Inter-fund Transfers in Accordance with the Budget

Gabby, Business Manager, explained that this allows the district to move cash from one account to the other while waiting for certain funds to be acquired.

Motion by M. Nunes Second J. Mendonca ACTION (4-0)

Ayes: Mederos, Mendonca, Benevedes, Nunes

Nays: 0

Abstain: 0

Absent: Meneses

- (7.7) Approval of Resolution 2022-10 in the matter of Authorization for County Superintendent of Schools to make year-end Budget Transfers.

Supt. Pilgrim presented the resolution in the matter of Authorization for County Superintendent of Schools to make year-end Budget Transfers for approval.

Motion by J. Benevedes Second J. Mendonca ACTION (4-0)

Ayes: Mederos, Mendonca, Benevedes, Nunes

Noes: 0
Abstain: 0
Absent: Meneses

- (7.8) Approval of annual certification regarding self-insured workers compensation claims indicating that the school district is not self-insured for workers' compensation claims.

Supt. Pilgrim presented the annual certification regarding the district is not self-insured for workers' compensation claims for approval.

Motion by J. Mendonca Second M. Nunes ACTION (4-0)

- (7.9) Approval of OVUESD and Proyouth grants agreement for 2022-2023
Costs: None

Supt. Pilgrim presented the agreement to keep the afterschool program, ProYouth HEART, ongoing for the 22-23 School to the board for approval.

Motion by J. Benevedes Second M. Nunes ACTION (4-0)

- (7.10) Approval of surplus list of technology items.
Costs: None

Supt. Pilgrim reviewed a list of items no longer needed in the technology department for surplus.

Motion by J. Mendonca Second J. Benevedes ACTION (4-0)

- (7.11) Approval of Inter-District renewals for 2022-2023 SY.
Costs: None

Tulare: 314, Visalia: 21, Waukena: 17, Pixley: 4, Buena Vista: 6, Palo Verde: 1, Sundale: 1, Liberty: 1

Inter-district transfers for renewal were submitted by the Superintendent for the upcoming 22-23 school year and presented for approval.

Motion by J. Mendonca Second M. Nunes ACTION (4-0)

- (7.12) Approval of invoice for Scicon costs for the April 4-7, 2022 trip.
Costs: 14,763.60
Funding Source: Restricted Lottery

Supt. Pilgrim presented the invoice for the Scicon trip for approval.

Motion by J. Benevedes Second M. Nunes ACTION (4-0)

- (7.13) Approval of MoxiBox Art, Inc. quote for art curriculum for the ELOP program.
Costs: 11,979.53

Funding Source: ELOP

Supt. Pilgrim showed an example of MoxiBox Art to the board along with the quote for approval to be used in the afterschool and enrichment programs.

Motion by J. Benevedes Second J. Mendonca ACTION (4-0)

(7.14) Approval of a 1 year StemScopes science curriculum renewal purchase for the 2022-2023SY.

Costs: 28,148.34

Funding Source: Restricted Lottery

A renewal of StemScopes science curriculum was presented by Supt. Pilgrim.

Motion by M. Nunes Second J. Benevedes ACTION (4-0)

(7.15) Approval of a 3 year subscription, 8/16/22-8/16/25, license for content filtering of the internet for student safety.

Costs: 13,162.50

Funding source: Lottery

Supt. Pilgrim discussed the benefits of the 3 year subscription compared to past 1 year subscriptions and presented it for board approval.

Motion by J. Mendonca Second J. Benevedes ACTION (4-0)

(7.16) Approval of CSBA membership renewal for the 22/23SY and GAMUT Policy Plus to manage board policies.

Costs: 5,361 plus 2,080

Funding Source: General Fund

Supt. Pilgrim explained the importance of the CSBA membership as it manages our board policies, and submitted the renewal for the upcoming school year.

Motion by M. Nunes Second J. Benevedes ACTION (4-0)

(8.0) CLOSED SESSION

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

Classified Retirement

Orlanda Meneses, Business Manager

Classified Hire

Bernadette Regalado, Girls PE Instructional Aide

Classified Job Title Change

Technology Tech changed to Student Data Technician

Motion by J. Mendonca Second M. Nunes ACTION (4-0)

(9.0) ORGANIZATIONAL BUSINESS

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

ADJOURNMENT @ 6:00pm

Motion by M. Nunes Second J. Mendonca

ACTION (4-0)

ANNOUNCEMENT OF NEXT REGULAR BOARD MEETING

July 26, 2022 @ 4:00 pm District conference room

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6.1

Accounts Payable Final PreList - 6/29/2022 10:03:56PM

*** FINAL ***

Batch No 411

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
013671	AT & T	PV-220654	6/29/2022		18350940		010-00000-0-00000-72000-59000-0-0000	\$21.51		
Total Check Amount:								\$21.51		
011609	CALIFORNIA DEPT OF EDUCATION	PV-220655	6/29/2022		22SF41407		130-53100-0-00000-37000-47000-0-0000	\$96.90		
Total Check Amount:								\$96.90		
014117	COAST TROPICAL - SF	PV-220656	6/29/2022		0115695		130-53100-0-00000-37000-47000-0-0000	\$372.25		
Total Check Amount:								\$372.25		
013121	COUNTY OF TULARE	PV-220665	6/29/2022		NONE		010-00000-0-00000-83000-58000-0-0000	\$20,080.33	A	
Total Check Amount:								\$20,080.33		
014179	GOLD STAR FOODS INC	PV-220658	6/29/2022		5119061-5134389		130-53100-0-00000-37000-47000-0-0000	\$897.46		
	GOLD STAR FOODS INC		6/29/2022		5119061-5134389		130-53100-0-00000-37000-47000-0-0000	\$770.40		
Total Check Amount:								\$1,667.86		
014178	Nicole Cota	PV-220657	6/29/2022		NONE		010-00000-0-00000-72000-58000-0-0000	\$57.32		
Total Check Amount:								\$57.32		
012481	OAK VALLEY UNION SCHOOL DIST	PV-220669	6/29/2022		NONE		010-00000-0-00000-72000-58000-0-0000	\$152.36	M	
Total Check Amount:								\$152.36		
013152	OFFICE DEPOT	PV-220659	6/29/2022		MAY/JUNE		010-00000-0-00000-72000-59000-0-0000	\$464.00		
	OFFICE DEPOT		6/29/2022		MAY/JUNE		010-00000-0-00000-27000-43000-0-0000	\$2,761.44		
	OFFICE DEPOT		6/29/2022		MAY/JUNE		010-00000-0-11100-10000-43000-0-0000	\$1,637.37		
Total Check Amount:								\$4,862.81		
014047	ONPOINT	PV-220668	6/29/2022		5834		010-07200-0-11100-10000-58000-0-0102	\$2,990.00		
Total Check Amount:								\$2,990.00		
014034	PILGRIM, JUDITH	PV-220660	6/29/2022		NONE		010-00000-0-00000-72000-43000-0-0000	\$80.89		
Total Check Amount:								\$80.89		
014177	RAUL TREJO	PV-220661	6/29/2022		NONE		010-00000-0-00000-72000-58000-0-0000	\$59.76		

Accounts Payable Final PreList - 6/29/2022 10:03:56PM

*** FINAL ***

Batch No 411

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
Total Check Amount:								\$59.76		
013676	SPARKLETTS	PV-220662	6/29/2022		061222		010-00000-0-00000-82000-58000-0-0000	\$793.64		
Total Check Amount:								\$793.64		
012222	SYSCO	PV-220663	6/29/2022		JUNE		130-53100-0-00000-37000-47000-0-0000	\$1,549.24		
Total Check Amount:								\$1,549.24		
013693	TULARE COUNTY SUPT. OF SCHOOLS	PV-220664	6/29/2022		222444		010-11000-0-11100-10000-58000-0-0000	\$14,763.60	L	
Total Check Amount:								\$14,763.60		
011765	VISALIA TIMES DELTA	PV-220667	6/29/2022		4572339		010-00000-0-00000-72000-58000-0-0000	\$468.42		
Total Check Amount:								\$468.42		
013634	VISALIA UNIFIED SCHOOL DIST.	PV-220666	6/29/2022		1441		010-00000-0-11100-10000-58000-0-0000	\$2,625.75		
Total Check Amount:								\$2,625.75		

Accounts Payable Final PreList - 7/7/2022 4:09:43PM

*** FINAL ***

Batch No 412

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
013517	AERIES, SOFTWARE, INC.	PV-230001	7/7/2022		RN-8865		010-00000-0-00000-72000-58000-0-0000	\$6,996.50	L	
							Total Check Amount:	\$6,996.50		
014180	CAL CGRO PUMP SERVICE INC	PV-230003	7/7/2022		12501		010-81500-0-00000-81100-58000-0-0000	\$759.33		
							Total Check Amount:	\$759.33		
013551	CAVES AND ASSOCIATES	PV-230002	7/7/2022		22-126		010-00000-0-00000-72000-58000-0-0000	\$131.25		
							Total Check Amount:	\$131.25		
012923	CSBA	PV-230004	7/7/2022		K9B2G7		010-00000-0-00000-72000-58000-0-0000	\$1,715.00		
	CSBA		7/7/2022		K9B2G7		010-00000-0-00000-71100-53000-0-0000	\$5,361.00		
							Total Check Amount:	\$7,076.00		
013975	ESGI, LLC	PV-230005	7/7/2022		39130		010-07200-0-11100-10000-58000-0-0101	\$1,120.00	H	
							Total Check Amount:	\$1,120.00		
012691	HOME DEPOT CREDIT SERVICES	PV-230006	7/7/2022		JUNE		010-00000-0-00000-82000-43000-0-0000	\$1,795.13		
							Total Check Amount:	\$1,795.13		
013965	HOUSTON INSURANCE SERVICES	PV-230007	7/7/2022		3531		010-07230-0-00000-36000-54500-0-0000	\$2,604.00	C	
	HOUSTON INSURANCE SERVICES		7/7/2022		3531		010-00000-0-00000-72000-54500-0-0000	\$35,364.00	C	
							Total Check Amount:	\$37,968.00		
014049	JANTEK ELECTRONICS, INC	PV-230008	7/7/2022		47983		010-00000-0-00000-72000-58000-0-0000	\$805.00		
							Total Check Amount:	\$805.00		
014182	LARA ASPHALT	PV-230009	7/7/2022		0247		010-81500-0-00000-85000-61700-0-0000	\$78,695.00	A	
							Total Check Amount:	\$78,695.00		
013678	MID VALLEY DISPOSAL	PV-230010	7/7/2022		JUNE 2437228		010-00000-0-00000-82000-55000-0-0000	\$789.76		
							Total Check Amount:	\$789.76		
014108	PARK PLANET	PV-230011	7/7/2022		2200496		010-00000-0-00000-82000-43000-0-0000	\$2,680.81		
							Total Check Amount:	\$2,680.81		

Accounts Payable Final PreList - 7/7/2022 4:09:43PM

*** FINAL ***

Batch No 412

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
014101	R & L CROW DISTRIBUTING	PV-230012	7/7/2022		JUNE		130-53100-0-00000-37000-47000-0-0000	\$700.40	J	
	R & L CROW DISTRIBUTING		7/7/2022		JUNE		130-53100-0-00000-37000-47000-0-0000	\$575.00	J	
	R & L CROW DISTRIBUTING		7/7/2022		JUNE		130-53100-0-00000-37000-47000-0-0000	\$575.00	J	
Total Check Amount:								\$1,850.40		
013829	SISC III	PV-230015	7/7/2022		JULY		010-00000-0-00000-00000-95028-0-0000	\$1,572.80	G	
	SISC III		7/7/2022		JULY		010-00000-0-00000-00000-95024-0-0000	\$75,683.56	G	
Total Check Amount:								\$77,256.36		
014062	STUDIES WEEKLY, INC	PV-230013	7/7/2022		439657		010-63000-0-11100-10000-43000-0-0000	\$3,468.74		
Total Check Amount:								\$3,468.74		
013710	USBANCORP EQUIPT. FINANCE, INC	PV-230014	7/7/2022		475647665		010-00000-0-11100-10000-56000-0-0000	\$212.27		
Total Check Amount:								\$212.27		

Accounts Payable Final PreList - 7/14/2022 4:21:41PM

*** FINAL ***

Batch No 413

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
013424	CALIFORNIA DEPT OF TAX AND FEE	PV-230025	7/14/2022		NONE		010-00000-0-00000-82000-58000-0-0000	\$42.00		
Total Check Amount:								\$42.00		
005481	EMPLOYMENT DEVELOPMENT DEPT..	PV-230017	7/14/2022		QT 2 2022		010-00000-0-00000-00000-95025-0-0000	\$5,396.65	G	
Total Check Amount:								\$5,396.65		
014181	FRONTLINE EDUCATION	PV-230026	7/14/2022		NONE		010-00000-0-00000-72000-58000-0-0000	\$6,742.50	L	
Total Check Amount:								\$6,742.50		
013572	JACK BENIGNO TREE SERVICE	PV-230020	7/14/2022		20600		010-00000-0-00000-82000-58000-0-0000	\$2,975.51	L	
Total Check Amount:								\$2,975.51		
012478	SoCalGas	PV-230022	7/14/2022		JUNE 10 TO JULY 12		010-00000-0-00000-82000-55000-0-0000	\$897.95		
Total Check Amount:								\$897.95		
012489	SOUTHERN CALIF EDISON	PV-230021	7/14/2022		JUNE 6- JULY 5 2022		010-00000-0-00000-82000-55000-0-0000	\$17,737.66	A	
Total Check Amount:								\$17,737.66		
014184	STORYLAND AND PLAYLAND, INC	PV-230023	7/14/2022		NONE		010-11000-0-11100-10000-58000-0-0000	\$232.00		
Total Check Amount:								\$232.00		
014183	Tyger Bates, CPA	PV-230016	7/14/2022		1083		010-00000-0-00000-73500-58000-0-0000	\$1,088.00	J	
Total Check Amount:								\$1,088.00		
013634	VISALIA UNIFIED SCHOOL DIST.	PV-230024	7/14/2022		1490		010-00000-0-11100-10000-58000-0-0000	\$682.50		
Total Check Amount:								\$682.50		

CSBA POLICY GUIDE SHEET
September 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 0470 - COVID-19 Mitigation Plan

Policy updated to add new note to reflect that districts are obligated to comply with COVID-19 mitigation requirements from multiple jurisdictional authorities including the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health (Cal/OSHA), and local health authorities, to reflect guidance from CDPH and Cal/OSHA's COVID-19 prevention program, and reflect requirements for districts to create and post COVID-19 safety plans. Policy updated to direct the Superintendent and/or designee to establish and maintain a COVID-19 safety plan that complies with public health guidance of CDPH, the requirements of Cal/OSHA, any orders of state or local health authorities, and any other applicable law and/or health order(s) and to omit specific details regarding COVID-19 mitigation practices due to the evolving nature of public health guidance. Policy updated to reflect NEW LAW (AB 86, 2021) and NEW LAW (AB 130, 2021) requiring the reporting of specified COVID-19 cases to CDPH and requiring the reporting of other information to the California Collaborative for Educational Excellence (CCEE). Policy updated to reflect NEW LAW (AB 86, 2021) and NEW LAW (AB 130, 2021) requiring districts that receive Extended Learning Opportunities (ELO) grant funding to implement a learning recovery program that provides supplemental instruction, support for social-emotional well-being, and to the maximum extent permissible as specified in U.S. Department of Agriculture guidelines, meals and snacks, to eligible students. Policy also updated to include promising practices for reengaging chronically absent students and to direct the Superintendent or designee to ensure the continuity of instruction for students who may be under a quarantine order to stay home by offering such students independent study or other instructional delivery channels that allows the student to continue to participate in the instructional program to the greatest extent possible.

Board Policy 3516.5 - Emergency Schedules

Policy updated to reflect NEW LAW (AB 130, 2021) requiring districts applying to the Superintendent of Public Instruction to obtain apportionment credit for days and minutes lost due to emergency closure after September 1, 2021 to certify in an affidavit that the district has a plan for offering independent study within 10 days of school closure to impacted students. Policy also updated to reflect requirement that the plan for independent study address the establishment, within a reasonable time, of independent study master agreements and require the reopening in person once allowable under direction from the city or county health officer.

Board Policy 4131 - Staff Development

Policy updated to incorporate concepts of student well-being and social-emotional development and learning as it relates to professional development, to clarify that the development of the staff development program includes creating, reviewing and amending the program, to reflect the State Board of Education's California Digital Learning Integration and Standards Guidance regarding staff development in the use of technologies, to reference NEW LAW (AB 130, 2021) regarding requirements for districts offering technology-based instruction pursuant to an independent study program, and to expand the list of characteristics that are included in diverse student populations as related to staff development in meeting the needs of such students. Policy also updated to enhance staff development regarding school climate to include acceptance, civility, and positive behavioral interventions and supports, and staff development regarding student's mental and physical health to include social-emotional learning and trauma-informed practices.

Board Policy 6120 - Response to Instruction and Intervention

Policy updated to emphasize the importance of learning and behavioral outcomes and progress monitoring as it relates to response to instruction and intervention (RtI2), reference multi-tiered system of supports (MTSS) and the integration of RtI2 into such frameworks, expand the list of individuals that may be included in designing the district's RtI2 system, add the examination of student social-emotional well-being as one of the bases for design, provide more detail regarding strategies and interventions including ten core components of the RtI2 model identified by the California Department of Education, and that RtI2 may be utilized as one component when considering the referral of a student for evaluation for special education or other services.

Board Policy 6146.1 - High School Graduation Requirements

Policy updated to clarify requirements for mathematics coursework, reflect NEW LAW (AB 104, 2021) which requires districts to exempt a student from district graduation requirements if the student was in the third or fourth year of high school during the 2020-21 school year and is not on track to graduate in four years, and to provide a student who was enrolled in the third or fourth year of high school during the 2020-21 school year and is not on track to graduate in the 2020-21 or 2021-22 school years the opportunity to complete the statewide coursework required for graduation, which may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework.

Administrative Regulation 6146.1 - High School Graduation Requirements

Regulation updated to include material regarding the provision of information about graduation requirements and credit recovery opportunities to students, parents/guardians, and the public, and to reflect requirements regarding the provision of notice to eligible students about the availability of exemptions from local graduation requirements when applicable.

Board Policy 6164.4 - Identification and Evaluation of Individuals for Special Education

Policy updated to reference the U.S. Department of Education's (USDOE) Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which reaffirms the obligation to fully implement the Individuals with Disabilities Education Act (IDEA) during the COVID-19 pandemic, including the requirement to meet child find obligations, and encourages districts to reexamine the efficacy of existing child find practices in light of the educational disruptions caused by the COVID-19 pandemic.

Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education

Regulation updated to reference USDOE's Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which recommends that districts undertake new child find activities in light of the educational disruptions caused by the COVID-19 pandemic and emphasizes that students who are experiencing long-term COVID effects be referred for special education evaluation if their symptoms are adversely impacting their ability to participate and learn in the general curriculum. Regulation also updated to provide that the child find process includes the collection and screening of data to determine if students are making adequate progress, to include the district's obligation to ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies, clarify material regarding referrals for initial evaluations, evaluation plans and informed parent/guardian consent, reflect the timeline for the determination of whether the student is eligible for special education and the educational needs of the student and when an Individualized Education Program (IEP) meeting and the development of an IEP occurs, clarify the qualifications of personnel who administer evaluations and reevaluations, add that the normal process of second-language acquisition as well as manifestations of dialect and social linguistic variance not be diagnosed as a disabling condition, and clarify material regarding Independent Educational Evaluations. Regulation also updated to reference M.M. v. Lafayette School District, a Ninth Circuit Court of Appeals decision which held that the district violated IDEA when it failed to provide parents with their child's response to instruction (RTI) data when seeking informed consent for an initial evaluation.

Board Policy 6164.41 - Children with Disabilities Enrolled by their Parents in Private School

Policy updated to reorganize and clarify material.

Administrative Regulation 6164.41 - Children with Disabilities Enrolled by their Parents in Private School

Regulation updated to reference USDOE's Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act which recommends best practices for keeping parents/guardians, teachers, and private school officials informed of the child find process, enhance the section regarding consultation with private school representatives, and reference USDOE's Questions and Answers on Serving Children with Disabilities Placed by their Parents in Private School which emphasizes that districts may not require a private school to implement a RTI process before evaluating parentally-placed private school children. Regulation also updated to add that evaluation of all identified parentally-placed private school children with disabilities be conducted as specified in BP/AR - Identification and Evaluation of Individuals for Special Education including obtaining parent/guardian consent, that the district is required to make a free appropriate public education available to a child residing in the district who is eligible for an IEP, and to clarify material regarding the qualification requirements of private elementary and secondary school teachers providing equitable services to parentally-placed private school children.

Board Policy 6164.5 - Student Success Teams

Policy updated to reference that the student success team (SST) process is not required by law and that the policy

reflects best practices, clarify those who are encouraged to collaborate in SSTs, include social and emotional difficulties when evaluating the strengths and needs of students and establishing interventions, emphasize the importance of each student maximizing their potential, specify who may refer students to SSTs, add types of materials appropriate for collection, analysis and review by the SST, provide for the development of a plan to support the student and adjustments to such plan, reflect that the SST process shall not delay or deny a referral for evaluation for eligibility for special education, reference MTSS and the integration of SSTs with such supports, and add staff development which may be provided to strengthen the effectiveness of SSTs.

Administrative Regulation 6164.5 - Student Success Teams

Regulation updated to reference that the SST process is not required by law and that the regulation reflects best practices, emphasize the importance of school counselors in the SST membership, provide that the makeup of each individual SST is at the district's discretion, reference the ability of districts to appoint a districtwide or schoolwide SST coordinator, identify teachers specifically as school staff with whom consultation may occur, add types of materials appropriate for collection to inform SST members, and add the development of a plan, and adjustments to the plan and related interventions, as one of the SST responsibilities.

Supporting Documents



[09.2021 - September Update Guidesheet](#)

CSBA POLICY GUIDE SHEET

December 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 (AB 130, 2021)** which extends the term by two years for all charter schools whose term expires on or between January 1, 2022 and June 30, 2025 and requires, for renewals and denials, that the most recent years for which state data is available preceding the renewal or denial decision be used in determining whether specified criteria are met if the two consecutive years preceding the renewal or denial include the 2019-20 or 2020-21 school year. Policy also updated for clarity and consistency with law.

Board Policy 1312.3 - Uniform Complaint Procedures

Policy updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add Item #3 to the section regarding "Non-UCP Complaints" that any complaint alleging that a student, while in an education program or activity as specified, was subjected to sexual harassment as defined in 34 CFR 106.30 be addressed through federal Title IX complaint procedures, and clarify in Item #5 that complaints alleging a physical safety concern that interferes with a free appropriate public education is a non-UCP complaint.

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to delete outdated and/or repealed U.S. Department of Education's Office for Civil Rights (OCR) references and where appropriate add current OCR material, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify posting requirements for the annual notification, compliance officer contact information and information related to Title IX, add material regarding the requirement for an administrator who is not designated as a compliance officer who receives a complaint to notify the compliance officer, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add descriptions to the OPTION headings for districts that do or do not allow complainants to appeal to the governing board, delete material regarding respondent being sent the investigation report at the same time it is provided to complainant as this simultaneous exchange is not required by law, amend language in regard to pursuing civil law remedies in the notice to complainants included in investigation reports for allegations of unlawful discrimination, harassment, intimidation, and bullying based on state law, clarify when either party may request reconsideration of an appeal by the Superintendent of Public Instruction, and reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections.

Exhibit(1) 1312.3 - Uniform Complaint Procedures

Exhibit updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections.

Exhibit(2) 1312.3 - Uniform Complaint Procedures

Exhibit updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections.

Administrative Regulation 3515.6 - Criminal Background Check for Contractors

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which requires any entity, including a sole proprietor, that has a contract with a district to ensure that employees who interact with students outside of the immediate supervision and control of the student's parent/guardian or school staff have a valid criminal

records summary and to immediately provide any subsequent arrest and conviction information received pursuant to the subsequent arrest service. Regulation also updated to delete the list of service providers as the services in Items #1-5 are no longer listed in law and the services in Item #6 regarding the construction, reconstruction, rehabilitation, or repair of a school facility are considered in another portion of the regulation, delete material regarding an exception for employees with limited contact with students as it is no longer provided for in law, generalize information regarding steps that may be taken to protect the safety of students who may come in contact with employees of contracting entities, and rearrange placement of material for clarity and context.

Administrative Regulation 4217.3 - Layoff/Rehire

Regulation updated to add descriptions to the OPTION headings for the determination of "length of service" for order of layoff purposes, reflect NEW LAW (AB 438, 2021) which, for both merit and non-merit districts, specifies notice requirements and hearing rights districts must provide to permanent classified employees, as defined, who are subject to layoff due to lack of work or lack of funds, including that notice be given no later than March 15, and that classified staff may be reduced due to lack of work or lack of funds when the governing board determines during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies that the district's local control funding formula apportionment per unit of average daily attendance for the fiscal year of the Budget Act has not increased by at least two percent. Regulation also updated to provide material regarding a permanent classified employee's request for a hearing, including a hearing before an administrative law judge in which the board makes the final decision regarding the sufficiency of the cause and disposition of the layoff, provide material regarding final notice before May 15 to employees affected by the layoff unless a continuance is granted, add material regarding notice to affected employees when classified positions are eliminated as a result of the expiration of a specifically funded program, and include that districts may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds.

Administrative Regulation 5125 - Student Records

Regulation updated to enhance clarity by separating administrative guidance for requests involving changes to student records of current students and guidance related to requests for changes to gender or legal name of former students. Regulation also updated to move materials related to former students to end of regulation in new section - "Updating Name and/or Gender of Former Students."

Administrative Regulation 5145.3 - Nondiscrimination/Harassment

Regulation updated to clarify how district employees should handle requests by or on behalf of transgender and gender-nonconforming students when changing gender and legal name on student records. Regulation also updated to broaden the section on "Transgender and Gender-Nonconforming Students" to include support for intersex and nonbinary students and related definitions.

Board Policy 5148 - Child Care and Development

Policy updated to reflect NEW LAW (AB 131, 2021) which repealed the Child Care and Development Services Act from the Education Code and reenacted the laws in the Welfare and Institutions Code with responsibility for administering child care programs transferring to the California Department of Social Services (CDSS). Policy also updated to reflect NEW LAW (AB 130, 2021) pursuant to which a child's eligibility for transitional kindergarten may not impact family eligibility for a child care program and which requires, as a condition of funding, that a child care program that is physically closed by local or state public health order or guidance due to the COVID-19 pandemic, but funded to be operational, provide distance learning services as specified by CDSS.

Administrative Regulation 5148 - Child Care and Development

Regulation updated to reflect NEW LAW (AB 131, 2021) which (1) repealed the Child Care and Development Services Act from the Education Code and reenacted the laws in the Welfare and Institutions Code, (2) waives fees for families receiving subsidized child care services for 2021-22, and (3) requires a California State Preschool Program or child care program to provide a parent/guardian of a child transferring to a public school with specified information.

Board Policy 5148.2 - Before/After School Programs

Policy updated to reflect **NEW LAW (AB 130, 2021)** which (1) establishes the Expanded Learning Opportunities (ELO) Program, (2) allocates ELO funding to districts under a formula based on a district's percentage of unduplicated students and average daily attendance, (3) requires districts receiving funds to, for the 2021-22 school year, offer access to ELO programs to all unduplicated students in grades TK-6, provide access to such programs to at least 50 percent of enrolled unduplicated students and, commencing in the 2022-23 school year, offer access to all students in grades TK-6 inclusive and ensure that access is provided to any student whose parent/guardian requests their placement in an ELO program, and (4) requires After School Education and Safety, 21st Century Community Learning Center, and ELO programs that charge family fees to schedule fees on a sliding scale that considers family income and ability to pay and to waive the cost of such fees for a student who is eligible for free or reduced-price meals.

Administrative Regulation 5148.2 - Before/After School Programs

Regulation updated to reflect **NEW LAW (AB 130, 2021)** which (1) establishes the Expanded Learning Opportunities (ELO) Program, (2) requires districts receiving ELO funds to, for the 2021-22 school year, offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students, (3) commencing in the 2022-23 school year, offer access to all students in grades TK-6 inclusive and ensure that access is provided to any student whose parent/guardian requests placement in an ELO program, (4) requires districts receiving grants through the California Prekindergarten Planning and Implementation Grant Program to develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten, (5) requires ELO programs serving transitional kindergarten and/or kindergarten students to maintain a student-to-staff member ratio of no more than 10 to 1, and (6) requires that ELO programs, for school days, provide in-person before- or after-school expanded learning opportunities that, when added to daily instructional minutes, are not less than nine hours of combined instructional time and, for intersession periods, provide in-person expanded learning opportunities of no less than nine hours per day for at least 30 non-school days. Regulation also updated to include definition of expanded learning opportunities and unduplicated student and to reflect the expectation that ELO programs will comply with all requirements for the After School Education and Safety program.

Board Policy 5148.3 - Preschool/Early Childhood Education

Policy updated to reflect **NEW LAW (AB 131, 2021)** which amended and renumbered the statutes governing the California State Preschool Program (CSPP) within the Education Code, and to reflect **NEW LAW (AB 130, 2021)** which (1) revised the timespans for mandatory transitional kindergarten (TK) admittance requirements to be phased in starting in the 2022-23 school year to the 2025-26 school year, (2) created a grant program for the construction or modernization of new preschool classrooms pursuant to the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program, (3) requires, in combination with **NEW STATE GUIDANCE**, as a condition of funding, that a CSPP program that is physically closed by local or state public health order or guidance due to the COVID-19 pandemic, but funded to be operational, provide distance learning services as specified by the California Department of Education, (4) requires districts receiving grants through the California Prekindergarten Planning and Implementation Grant Program to develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten, and (5) prohibits TK eligibility from impacting family eligibility for a preschool or childcare program. Policy also updated to reflect that a CSPP program may be a part-day or full-day program and that a child under four years of age must be served in a CSPP facility licensed in accordance with Title 22 of the California Code of Regulations. Additionally, policy updated to reflect **NEW LAW (AB 1363, 2021)** which requires the quality indicators for CSPP programs to include activities and services that meet the needs of dual language learners for support in the development of their home language and English.

Administrative Regulation 5148.3 - Preschool/Early Childhood Education

Regulation updated to include definitions of three- and four-year-old children and to reflect **NEW LAW (AB 131, 2021)** which (1) amended and renumbered the statutes governing the California State Preschool Program (CSPP) within the Education Code, (2) clarifies that four-year-old children who are eligible to participate in a CSPP program include those children whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent/guardian has opted to retain or enroll the child

in a CSPP program, (3) requires CSPP programs to include certain components including minimum days per year for a full-day CSPP program, (4) repeals applicable code sections, (5) revises the eligibility criteria and enrollment priorities for part-day CSPP programs, (6) adds eligibility criteria and enrollment priorities for full-day CSPP programs, (7) waives fees for families receiving subsidized child care services for the 2021-22 school year, and (8) revises the order by which families must be disenrolled from CSPP programs if disenrollment is necessary. Policy also updated to delete section on "Wraparound Child Care Services" to reflect the repeal of code sections as stated above.

Board Policy 6112 - School Day

Policy updated to reflect clarification in the California Department of Education's Frequently Asked Questions about Independent Study that minimum school day requirements for regular school attendance apply to traditional independent study programs.

Administrative Regulation 6112 - School Day

Regulation updated to reflect **NEW LAW (AB 131, 2021)** which exempts activities related to the Expanded Learning Opportunity program from the calculation of the maximum school day for kindergarten and transitional kindergarten. Regulation also updated to specify when the school day may begin for students in middle and high schools, and to move material to enhance clarity.

Board Policy 6143 - Courses of Study

Policy updated to (1) expand student characteristics for which districts may not provide any course separately or require or refuse participation, (2) include that the district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares students for high school graduation and career entry, and (3) clarify that the a-g requirements for the University of California and California State University system is 15 yearlong or 30 semesters.

Administrative Regulation 6143 - Courses of Study

Regulation updated to clarify that optional instruction in prenatal care is for pregnant individuals, to reflect **NEW LAW (AB 101, 2021)** which, subject to funding in the annual Budget Act or other statute, requires a one-semester course in ethnic studies beginning in the 2025-26 school year and as a requirement for graduation beginning with students who graduate in the 2029-30 school year, clarify that the a-g requirements for the University of California and California State University system is 15 yearlong or 30 semesters, and add a new section "Financial Aid Requirements for Students in Grade 12 that reflects **NEW LAW (AB 132, 2021)** which (1) requires, starting in the 2022-23 school year, districts to confirm that each student in grade 12 completes and submits a Free Application for Federal Student Aid (FAFSA) to the U.S. Department of Education and/or if a student is exempt from paying nonresident tuition, a California Dream Act Application (CADAA) to the Student Aid Commission unless the student's parent/guardian, emancipated minor, or student age 18 years or older submits an opt-out form to the district, or the district, in specified circumstances, exempts the student or the student's parent/guardian from completing the FAFSA, CADAA, or opt-out form and completes and submits an opt-out form on the student's behalf, (2) requires districts to ensure that each high school student in Grade 12, and if applicable the student's parent/guardian, be directed to any support and assistance necessary to complete the FAFSA and/or CADAA, and (3) that information shared by students and parents/guardians in completing and submitting the FAFSA and CADAA is handled in compliance with the federal Family Rights and Privacy Act and applicable state law, regardless of any person's immigration status or other personal information.

Board Policy 6158 - Independent Study

Policy updated to reflect **NEW LAW (AB 167, 2021)** which relaxes certain independent study (IS) requirements with respect to any student who is unable to attend in-person instruction due to a quarantine or school closure during the 2021-22 school year and to incorporate California Department of Education program clarifications, including that a district is permitted to (1) require students who cannot participate in classroom-based instruction during the school year due to quarantine or school closure because of infection with or exposure to COVID-19 to participate in IS, (2) claim apportionment credit for such students' participation in IS for fewer than the minimum three consecutive days generally required for IS, and (3)

obtain a signed written agreement from each participating student not later than 30 days after IS begins, rather than before a student may participate in IS.

Administrative Regulation 6158 - Independent Study

Regulation updated to reflect **NEW LAW (AB 167, 2021)** which permits districts to offer Independent Study (IS) to students who are unable to attend in-person instruction due to a quarantine pursuant to local or state public health guidance because of exposure to or infection with COVID-19. Regulation also revised to clarify that a student must be enrolled in school in order to participate in IS.

Board Policy 6170.1 - Transitional Kindergarten

Policy updated to reflect **NEW LAW (AB 130, 2021)** which (1) gradually revises the timespans for mandatory transitional kindergarten (TK) admittance such that, by the 2025-26 school year, children who turn four by September 1 will be eligible for TK, (2) establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative with the goal of expanding access to classroom-based prekindergarten programs at districts, including but not limited to TK programs, and which requires districts to develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten, (3) establishes the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to provide one-time grants to school districts to construct new school facilities or retrofit existing school facilities including for the purpose of providing TK classrooms, (4) prohibits TK eligibility from impacting family eligibility for a preschool or childcare program, and (5) requires districts to maintain an average TK class enrollment of not more than 24 students for each school site and which, commencing with the 2022–23 school year, requires districts to maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year. Policy also updated to reflect requirements for programs that commingle preschool-age and TK students.

Board Bylaw 9150 - Student Board Members

Bylaw updated to reflect **NEW LAW (AB 824, 2021)** which specifies circumstances under which a governing board may adjust the term of a student board member. Bylaw also updated to enhance legal accuracy and clarity.

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to clarify that it is discussion among themselves, via technology, of a majority of the governing board regarding an item within the subject matter jurisdiction of the board that can result in a violation of the Brown Act, and that agenda materials are required to be made available for public inspection at the time the materials are distributed to all or a majority of the board when agenda materials relating to an open session of a regular meeting are distributed to the board less than 72 hours before the meeting. Bylaw also updated to add a new section "Teleconferencing During a Proclaimed State of Emergency" which reflects **NEW LAW (AB 361, 2021)** that (1) authorizes boards, until January 1, 2024, to conduct board meetings by teleconference, as specified, without meeting certain requirements otherwise required of teleconference meetings when holding a board meeting during a proclaimed state of emergency when state or local officials have imposed or recommend measures to promote social distancing; to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or when it has been determined, as a result of an emergency, that meeting in person would present imminent risks to the health or safety of attendees, (2) includes that the district may, in its discretion, provide a physical location from which the public may attend or comment and, (3) provides that the board may continue to conduct meetings by teleconference during proclaimed states of emergency by a majority vote finding within 30 days after teleconferencing for the first time and every 30 days thereafter that either the state of emergency continues to directly impact the ability of the board to meet safely in person or that state or local officials continue to impose or recommend measures to promote social distancing.

CSBA POLICY GUIDE SHEET

March 2022

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 4030 - Nondiscrimination in Employment

Policy updated to reflect **NEW LAW (SB 331, 2021)** which makes unlawful a district's use of a nondisparagement agreement or other document that would deny an employee the right to disclose information about unlawful acts in the workplace, in exchange for a raise or bonus, with respect to any complaint or claim that involves workplace harassment or discrimination, not just those relating to sexual harassment or sexual assault. Policy also updated to reflect **NEW LAW (SB 807, 2021)** that makes it an unlawful employment practice for an employer to fail to maintain certain records in accordance with law, particularly when a workplace discrimination or harassment complaint has been filed with the California Department of Fair Employment and Housing.

Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) receipt of written notification that minor student has committed a felony or misdemeanor involving specified offenses; (2) duties of the district liaison for homeless students; (3) termination of services of certificated permanent or probationary employee when, during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent; (4) receipt of transfer student record regarding acts that resulted in suspension or expulsion; and (5) disclosure of document identifying an employee who is a victim of domestic violence. Exhibit also updated to reflect **NEW LAW (AB 438, 2021)** regarding classified employees who are laid off due to lack of work or lack of funds, and classified employees whose positions must be eliminated due to expiration of a specially funded program.

Board Policy 4141.6/4241.6 - Concerted Action/Work Stoppage

Policy updated to reflect **NEW LAW (AB 237, 2021)** which prohibits public employers from discontinuing employer contributions for health care or other medical coverage for employees who are participating in an authorized strike, as defined in law.

Administrative Regulation 4141.6/4241.6 - Concerted Action/Work Stoppage

Regulation updated to provide implementation language for **NEW LAW (AB 237, 2021)** which prohibits public employers from discontinuing employer contributions for health care or other medical coverage for employees who are participating in an authorized strike, as defined in law. Updated Regulation includes other consistent changes.

Board Policy 5111 - Admission

Policy updated to reflect the distinction between compulsory education for students starting at age six and the requirement for districts to offer and admit students who are eligible for transitional kindergarten, delete the requirement for district enrollment applications to include information about health care options as the law requiring such information has self-repealed, and clarify that a student's residence is a location within the district that may be verified as part of school admission requirements.

Administrative Regulation 5111 - Admission

Regulation updated for consistency with **NEW LAW (AB 130, 2021)** which revises the timespans for transitional kindergarten (TK) admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year, as reflected in BP 6170.1 - Transitional Kindergarten.

Administrative Regulation 5113 - Absences and Excuses

Regulation updated to reflect **NEW LAW (SB 14, 2021)** which includes an absence for the benefit of a student's mental or behavioral health within an absence due to a student's illness, and **NEW LAW (AB 516, 2021)** which includes an absence for a student's participation in a cultural ceremony or event as an excused absence. Regulation also updated for clarification and alignment with law.

Administrative Regulation 5142 - Safety

Regulation updated to reflect **NEW LAW (SB 722, 2021)** which requires any district hosting or sponsoring an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool to have at least one adult with a Cardiopulmonary Resuscitation training certification present throughout the event. Updated Regulation includes minor editorial changes.

Exhibit(1) 5145.6 - Parental Notifications

Exhibit updated to reflect **NEW LAW (AB 128, 2021)** which extends the suspension of certain mandated activities through the 2021-22 fiscal year. Exhibit also updated to add parental notifications related to (1) completion and submission of the Federal Application for Federal Student Aid and California Dream Act Application; (2) public hearing on alternative schedule in secondary grades; and (3) early entry to transitional kindergarten if early entry is offered. Additionally, exhibit updated to expand description regarding notifications related to (1) uniform complaint procedures; (2) student records; (3) college admission requirements; (4) transfer opportunities for foster youth, homeless youth, former juvenile court school students and children of military families through the California Community Colleges; (5) parent/guardian rights when child participates in licensed child care and development program; (6) change in service to child care or preschool services; and (7) homeless student or unaccompanied youth notices. Exhibit also updated to include additional classroom/facility notices regarding uniform complaint procedures and parental rights related to licensed child care and development centers.

Board Policy 6173 - Education for Homeless Children

Policy updated to reflect **NEW LAW (AB 27, 2021)** which requires districts to ensure that each school within the district identifies all homeless children and unaccompanied youths and to create a web page or post on the district website a list of district liaisons for homeless students, contact information for such liaisons, and specific information on homelessness, including information regarding the educational rights and resources available to persons experiencing homelessness. Policy also updated to reflect **AB 27** requirement for districts that receive American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth funds to administer a housing questionnaire developed by the California Department of Education (CDE) to parents/guardians of all students and all unaccompanied youths and report to CDE the number of homeless children and unaccompanied youths enrolled in the district. In addition, policy updated to reflect **NEW LAW (SB 400, 2021)** which requires CDE to develop and implement a system to verify that districts are providing required training to district liaisons and other appropriate staff at least annually. Policy also updated for clarity and closer alignment with law.

Administrative Regulation 6173 - Education for Homeless Children

Regulation updated to add email address to the district liaison's contact information since the California Department of Education (CDE) collects email addresses as part of the consolidated application process. Regulation also updated to reflect (1) **NEW LAW (SB 400, 2021)** which requires CDE to provide training materials to district liaisons for the purpose of providing required professional development and support to school personnel who provide services to homeless students; (2) CDE's recommendation regarding how dispute resolution information may be provided to parents/guardians or unaccompanied youth when the student involved is an English learner, including in the native language of the individual or through an interpreter; and (3) **NEW LAW (AB 27, 2021)** which requires districts to create a web page or post on the district website a list of district liaisons, contact information for such liaisons, and specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness.

Exhibit(1) 6173 - Education for Homeless Children

Exhibit updated for closer alignment with the U.S. Department of Education's "Education for Homeless Children and Youths Program Non-Regulatory Guidance", change the term "verbal" to "oral" to stay consistent with language in the administrative regulation and the California Department of Education's (CDE) "Homeless Education Dispute Resolution Process" letter to districts, and add the district liaison for homeless students email address to the district liaison's contact information as email is such a widely used means of communication and CDE collects email addresses as part of the consolidated application process. Exhibit also updated for clarity and gender neutrality.

Exhibit(2) 6173 - Education for Homeless Children

Exhibit updated to change the term "verbal" to "oral" to stay consistent with language in the administrative regulation and the California Department of Education's (CDE) "Homeless Education Dispute Resolution Process" letter to districts, add the district liaison for homeless students email address to the district liaison's contact information as email is such a widely used means of communication and CDE collects email addresses as part of the consolidated application process, and add that a copy of the dispute form be provided to the parent/guardian or student disputing enrollment as this is recommended in CDE's "Homeless Education Dispute Resolution Process" letter to districts and is stated in the administrative regulation.

Board Bylaw 9322 - Agenda/Meeting Materials

Bylaw updated to reflect NEW LAW (SB 274, 2021) which requires districts with a website to email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet, if a person requests such items be delivered by email, unless it is technologically infeasible to do so. Bylaw also updated to include a focus on student well-being in the philosophical statement, add a provision for each agenda to include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian be excluded from the meeting minutes as required by law, and to make other clarifying changes.

7.2

A & B machinery Inc
1518 N Central Ct.
Visalia, CA 93291 US
(559) 280-4934
anbturfinc@gmail.com

Invoice

BILL TO
Heather Pilgrim

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2305	06/29/2022	\$20,000.00	07/29/2022	Net 30	

DESCRIPTION	QTY	RATE	AMOUNT
Golf Cart III 48 volt lithium batteries battery taylor Dunn w/top and charger. Custom bed per customers request	1	15,000.00	15,000.00
Parts Display	1	4,000.00	4,000.00
1004000 Wheel & Tire Assembly Solid	1	1,000.00	1,000.00

BALANCE DUE

\$20,000.00

**California Schools Healthy Air, Plumbing, and Efficiency Program
Governing Body Resolution**

RESOLUTION NO. 2022-11

Resolution of

Oak Valley Union Elementary School District

Name of Local Educational Agency

WHEREAS, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that OVUESD Governing Board
Governing Body

authorizes Oak Valley Union Elementary School District to apply for a
LEA Name

grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the OVUESD Governing Board finds that the activity funded by
Governing Body

the grant is (Please select one)

not a project because _____

OR

a project that is exempt under CEQA Guidelines Sections 15301 – 15332 because

this project qualifies for a Categorical Exemptions from the California Environmental Quality Act (CEQA) based on Class 1: Existing Facilities defined as operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

OR

a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the OVUESD Governing Board authorizes Oak Valley UESD

Governing Body *LEA Name*

to accept a grant up to \$ 131,808.00 and accept all grant agreement

Grant Amount Requested

terms and conditions.

BE IT FURTHER RESOLVED, that **Heather Pilgrim**
Name of Designated LEA Official or Staff

Name of Designated LEA Official or Staff, and *Name of Designated LEA Official or Staff*
 are hereby authorized and empowered to execute in the name of
LEA Name
 Oak Valley UESD all necessary documents to implement and

carry out the purpose of this resolution, and to undertake all actions necessary to
 undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 26 day of July, 2022.
Month *Year*

Governing Body Representatives:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



RECIPIENT Oak Valley Union Elementary	AGREEMENT NUMBER 22R3VA1263
ADDRESS Heather Pilgrim 24500 Rd 68 Tulare, CA 93274	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A** – Scope of Work
- Exhibit B** – Budget
- Exhibit C** – Agreement Contacts
- Exhibit D** – Terms and Conditions

	REIMBURSABLE AMOUNT \$131,808.00
	Total of REIMBURSABLE AMOUNT \$131,808.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME enter name	
TITLE Contracts, Grants, and Loans Office Manager		TITLE enter title	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

**EXHIBIT A
Scope of Work**

Oak Valley Union Elementary 54720170000000 Total Number of Sites 1

Site Name

Oak Valley Elementary

CDS Code

54720176054175

Oak Valley Elementary

Category

Assessment & Maintenance

Filter

Monitor

Unit Count

60

180

44

**EXHIBIT B
Budget**

**Oak Valley Union Elementary
5472017000000**

**Total Requested Amount
\$131,808.00**

Site Name
Oak Valley Elementary

Requested Amount
\$131,808.00

**Oak Valley Elementary
Category**

Assessment & Maintenance
Filter
Monitor
Contingency

Requested Amount
\$69,940.00
\$13,500.00
\$26,400.00
\$21,968.00

Total Grant Award

Initial Payment
Final Payment

\$131,808.00
\$65,904.00
\$65,904.00

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C Contacts

LEA Contact (Primary)

Name enter name
Address enter address line
City, State, Zip enter city, state, zipcode
E-mail enter email

LEA Contact (Alternate)

Name enter name
Address enter address line
City, State, Zip enter city, state, zipcode
E-mail enter email

LEA Contact (Alternate)

Name enter name
Address enter address line
City, State, Zip enter city, state, zipcode
E-mail enter email

EXHIBIT D

CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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1. Introduction

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. Standard of Performance

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. Due Diligence

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. Products

- a. **"Products"** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. **Inspections, Assessment, and Studies**

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. **Audit Rights**

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
- e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.

2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

23. *Certifications and Compliance*

a. **Federal, State, and Local Laws**

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 2/2022)

Section 1 - Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 - Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 - Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 - Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** - Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** - Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 - Certification***I hereby certify under penalty of perjury that the information provided on this document is true and correct.**Should my residency status change, I will promptly notify the state agency below.***NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 - Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

State Controller's Office / LGPSD

UNIT/SECTION

Tax Programs Unit / Tax Administration Section

MAILING ADDRESS

P.O. Box 942850

FAX

(916) 327-3921

TELEPHONE (include area code)

(916) 322-7952

CITY

Sacramento

STATE

CA

ZIP CODE

94250-5880

E-MAIL ADDRESS

GTR@sco.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

7.4



Quote

07/21/2022

Project:
OAK VALLEY BUFFET COLD TABLE
QUOTE REFRIGERATED 07.20.22

From:
J&E Restaurant Supply Inc.
Eric Munoz
701 N. Burke
Visalia, CA 93292-3823
(661)631-1584
559-713-6621 (Contact)

Job Reference Number: 12491

Item	Qty	Description	Sell	Sell Total
1	1 ea	SERVING COUNTER, COLD FOOD Turbo Air Model No. JBT-72-N J Series Refrigerated Buffet Table, three-section, front breathing, side mount self-contained compressor, 18.0 cu. ft., 15-pan top opening, (3) stainless steel swing doors with recessed handles, (3) PE coated wire shelves, digital temperature control, stainless steel top, front, sides & back (galvanized steel bottom), stainless steel interior floor with aluminum side panels & door liner, hot gas condensate system, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.65 amps, NEMA 5-15P, cETLus, ETL-Sanitation	\$4,600.00	\$4,600.00
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	Additional 3 year compressor warranty (5 year total), standard		
	1 ea	1/3 size, 6" deep condiment pan & pan dividers included, standard		
	1 ea	SNZ-72T Sneeze Guard, double sided, 72"W, polycarbonate cover, stainless steel side stands, for JBT-72, includes: support brackets & mounting hardware, ETL-Sanitation	\$1,200.00	\$1,200.00
	1 st	TS-72 Tray Slide, 72", for JBT-72 (1 set - 2 pcs of TS-36)	\$1,000.00	\$1,000.00
	1 st	Caster Set, swivel, locking front wheels, standard		
			ITEM TOTAL:	\$6,800.00
2	1 ea	COLD FOOD BUFFET, TABLETOP Cambro Model No. BBR480110 Table Top Buffet Bar, with sneeze guard, 48"L x 24-1/8" x 24-1/2"H, table top, with iced cold pan, 3-pan size, double-wall polyethylene, non-electrical, black, NSF	\$800.00	\$800.00
	2 ea	CPB1220159 Buffet Camchiller®, 18-1/2" x 12-5/8" x 4", cold blue, NSF	\$176.99	\$353.98
			ITEM TOTAL:	\$1,153.98



Merchandise	\$7,953.98
Tax 8.5%	\$676.09
Total	\$8,630.07

Note: Prices good for 30 days when equipment is in stock at J&E. All orders are subject to manufacturer increases and are non returnable. J&E is not responsible for any delays from the manufacturer.

Note: Customers are to make sure quantity, dimensions, electrical, plumbing and all options of the equipment match or go according with their needs. By signing below you are agreeing all product and totals are accurate.

Note: On shipments going direct from the manufacturer make sure you inspect shipment for damages before you sign for it and refuse shipment if it is damaged. If equipment is accepted with damages it will be the customers responsibility to file a claim.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$8,630.07

REFRIGERATOR MANUFACTURER
Turbo air
 more durable, efficient, beautiful

4184 E. Conant St.
 Long Beach, CA 90808
 Tel. 310-900-1000
 Fax. 310-900-1077
www.turboairinc.com

Project:	
Model #:	
Item #:	
Available W/H:	Qty:
Approval:	
AIA #:	SIS #:
CSI Section 11400	

Buffet Display Table

Food Prep Tables
 J Series

Model: JBT-72-N



* Sneeze guard sold separately

FEATURES & BENEFITS

- Digital temperature control & monitor system**
 Keep food products safe by maintaining constant temperatures. External digital display allows for easy monitoring.
- Hydrocarbon refrigerants (R-290)**
 With innovative and eco-friendly technology, Turbo Air brings you hydrocarbon refrigerators designed to meet DOE's Energy Conservation Standards in 2017 and to use EPA's SNAP Program approved HC refrigerants. Hydrocarbon refrigerants do not deplete the ozone layer and have very low contribution to global warming (ODP-0, GWP-3).
- Exterior & interior of the cabinet**
 The Turbo Air J series boasts all stainless steel exterior including back (galvanized steel bottom). Interior is stainless steel floor with AL sides, back and AL door liners. It guarantees the utmost in cleanliness and long product life. The J series adds a touch of style to the most refined setting.
- Side mount compressor unit**
 With compressors positioned on the side of the unit, our refrigerators can now be serviced without being moved. Our innovative, front breathing feature also allows this model to be highly efficient in narrow spaces.
- Adjustable, heavy duty, PE (polyethylene) coated wire shelves**
- High-density polyurethane insulation**
 The entire cabinet structure and solid doors are foamed-in-place using high density, CFC free polyurethane insulation.
- Ergonomically designed doors**
 Customers' fatigue fades away with easy grip handles and doors that open effortlessly. These features along with self-closing doors make this the ultimate choice in customer convenience.
- Magnetic door gaskets**
 Magnetic door gaskets are of one-piece construction, removable without tools for ease of cleaning and replacement.
- Easy open front grille with condenser cleaning brush kit**
 Front grille cover is easily removable without any tools, which makes condenser cleaning easy and convenient at any time. Handy condenser cleaning brush is included inside the front grille cover.
- Double sided polycarbonate sneeze guard (optional)**
 The transparent polycarbonate cover is durable, and the two 304 stainless steel side stands are easy to clean and anticorrosive.
- Refrigerator holds 33°F ~ 39°F for the best in food preservation**




Model	Swing Doors	CU./FT.	#of Shelves	#of Pans (1/3)	HP	AMPS	Crated Weight (lbs.)	L x D x H* (inches)
JBT-72-N	3	18.9	3	15	1/2	5.65	279	70 7/8 x 27 1/2 x 28 3/4

Buffet Display Table

Food Prep Tables
J Series

Model : JBT-72-N

ELECTRICAL DATA	
Voltage	115/60/1
Plug Type	 NEMA 5-15P
Full Load Amperes	5.65
Compressor HP	1/2
Cord Length (ft.)	9.8
Refrigerant	R-290
DIMENSIONAL DATA	
Ext. Length Overall (in.)	70 ⁷ / ₈ (1800mm)
Ext. Depth Overall (in.)	27 ¹ / ₂ (700mm)
Ext. Height Overall (in.)*	28 ³ / ₄ (730mm)
# of Doors	3
# of Shelves	3
# of Pans	15
Net Capacity (cu. ft.)	18.9
Shelf Size (in.)	17 ¹ / ₄ x 17 ³ / ₄ (Left/Right)
	19 ¹ / ₂ x 17 ³ / ₄ (Middle)
Net Weight (lbs.)	234
Gross Weight (lbs.)	279

Design and specifications subject to change without notice.
Actual shipping weight may differ due to extra packing materials for product protection.
* Height does not include 5" for caster with stem height.

■ **WARRANTY : 2 Year Parts and Labor Warranty
Additional 3 Year Warranty on Compressor**

■ STANDARD FEATURES

- Anti-corrosion coated evaporator
- Self-contained system
- Standard 4" dia. swivel casters with locks on the front set
- 1/3 size condiment pans included

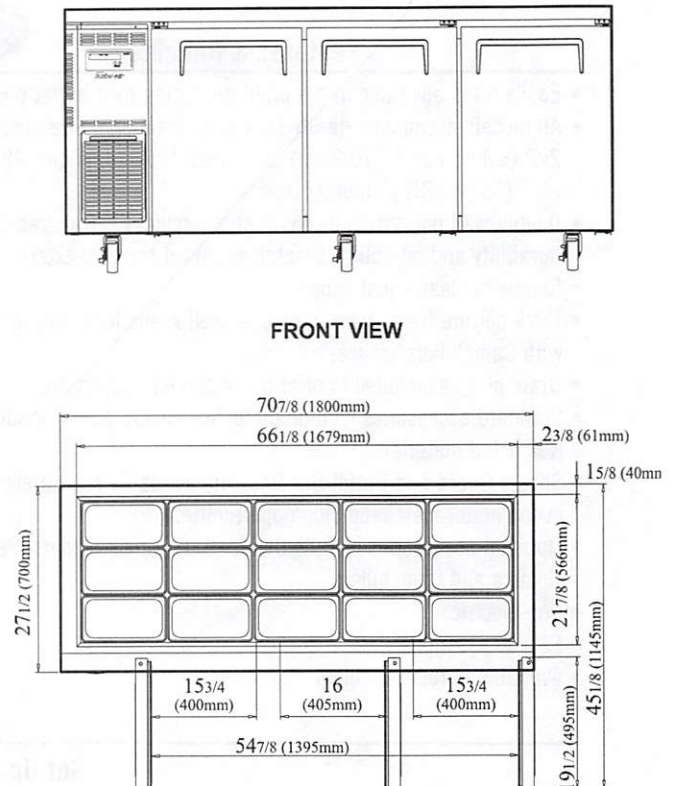
■ OPTIONAL ACCESSORIES

- 1" caster, 1/2" diameter & 13 TPI: S28R813660 (non-brake)
- 2.5" caster, 1/2" diameter & 13 TPI: 30265H0100 (non-brake), 30265H0200 (w/ brake)
- 5" caster, 1/2" diameter & 13 TPI: M726500100 (non-brake), M726500200 (w/ brake)
- Leveling leg, 1/2" - 13 TPI x 1.54": LFM1213566
- 6" ABS plastic leg: 30221M0200
- 6" stainless steel leg: 30221M0600
- Additional PE coated wire shelf: BR89000102 (Left/Right), BR99000102 (Middle)
- Sneeze guard: SNZ-72T
- Tray slide: TS-72
- Clear pan cover: PC-72J
- Cutting board: CBJB72
- Door lock: extra lead time will apply, please call factory for more details to order

Ver.20210106

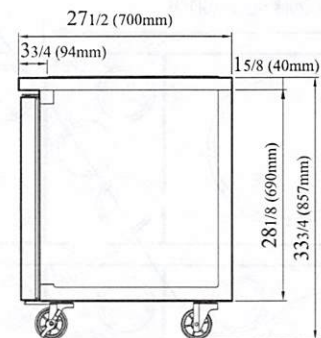
PLAN VIEW

(unit : inch)



FRONT VIEW

PLAN VIEW



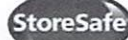
SIDE VIEW



- Turbo Air : 800-627-0032
- GK : 800-500-3519
- Warranty : 800-381-7770
- AC : 888-900-1002

Buffet Bars

Models BBR720 (with Sneeze Guard)
 BBR480 (with Sneeze Guard)
 BUF72
 BUF48



Features & Benefits

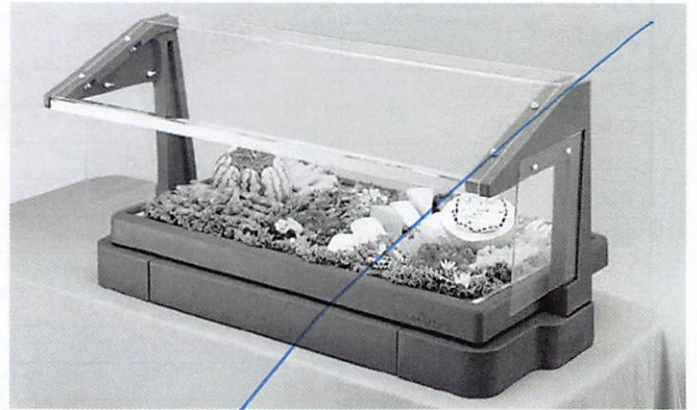
- Easily turns any table into a profit producing food buffet bar.
- All models accommodate GN 1/1 Full or Fractional Size Food Pans, 2½" (6,4 cm) or 4" (10,2 cm) deep, with 12¾" (32,4 cm) DIV12 and 20⅞" (53 cm) DIV20 Divider Bars.
- Double-wall polyethylene construction provides extra strength, durability and reliability. Scratch-resistant textured exterior. Simple to clean - just wipe off.
- Thick polyurethane, foam-insulated well keeps food cold for hours with Camchillers® or ice.
- Drain plug is included to offer quick and easy clean up.
- Standard accessories include protective sneeze guard, made from NSF listed material.
- Sneeze Guard and Buffet Bar Base are available separately to offer even greater merchandising opportunities.
- Optional accessories include Divider Bars, Crock Holders, Salad Bowl Holders and Camchillers.
- Non-electric.
- Easy to assemble.
- Available in four (4) colors.

Item No. _____

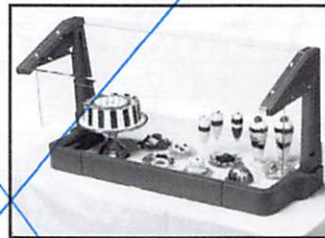
Specifier Identification No. _____

Model No. _____

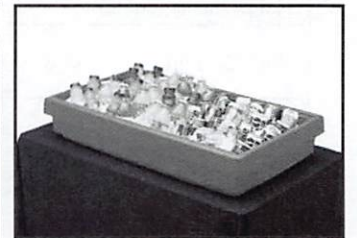
Quantity _____



BBR480
(Sneeze Guard and Buffet Food Bar)



FSG480
(Sneeze Guard)



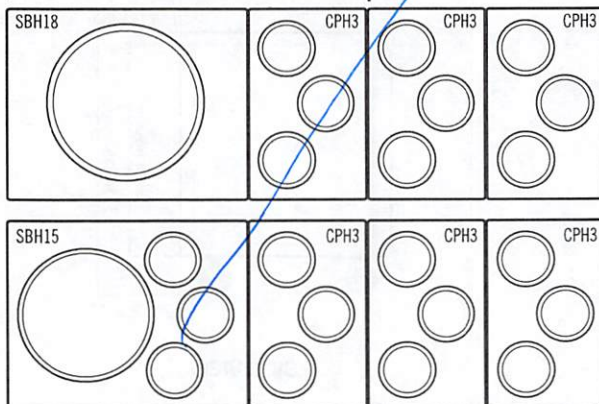
BUF48
(Buffet Food Bar)

Set Up Guide for Buffet Food Bars

Salad Bowls and Crock

73⅞" (188 cm) model holds 1 each Salad Bowl Holder (SBH18 or SBH15) and 3 each Crock Holders (CPH3)

48" (122 cm) model holds 1 each Salad Bowl Holder (SBH18 or SBH15) and 1 each Crock Holder (CPH3)

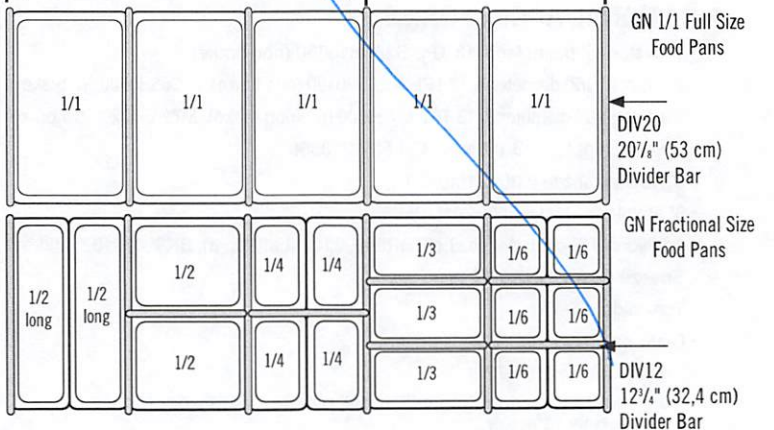


SBH18 - Holds 1 each 18" (45,7 cm) Salad Bowl
 SBH15 - Holds 1 each 15" (38 cm) Salad Bowl & 3 each 1.5 qt. (1,4 L) Crocks
 CPH3 - Holds 3 each 1.5 qt. (1,4 L) Crocks

Food Pans

73⅞" (188 cm) model holds 5 each GN 1/1 Full or holds Fractional Size Food Pans with DIV12 and DIV20 Divider Bars

48" (122 cm) models hold 3 GN 1/1 Full or holds Fractional Size Food Pans with DIV12 and DIV20 Divider Bars



Approvals



7.5

**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 7/1/2022 and ending 6/30/2023 and
will be acted upon by the Governing Board at its meeting on 7/26/2022

Select the type of employee represented 1. Certificated Salaries

Report Version 2014.1
C:\Users\guti7013\Downloads\[salary-settlement-revised-22-23.xlsm]Summary

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 : _____
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)	Included in Disclosure	# of Employees Represented
Classified	(Select One)		<u>31</u>

Section 3: PROPOSED CHANGE IN COMPENSATION

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2022-23	Year 2 Increase/Decrease 2023-24	Year 3 Increase/Decrease 2024-25
1 Salary Schedule	\$ 2,422,833.00	\$145,369.98	\$154,092.18	\$163,337.71
% Increase		6.00%	6.00%	6.00%
Step and Column		0.00%	0.00%	0.00%
2 Other Compensation	\$0.00	\$100,897.99	\$15,065.78	\$16,014.92
Stipends, Bonuses, Longevity Overtime, Differential, etc		3.00%	0.00%	0.00%
Description of other compensation				
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$528,282.06	\$47,545.39	\$34,549.65	\$36,622.63
4 Health/Welfare Plans	\$546,496.32	\$0.00	\$0.00	\$0.00
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 3,497,611.38	\$293,813.36	\$203,707.61	\$215,975.26
6 Total Number of Represented Employees (Use FTEs if appropriate)	31.00			
7 Total Compensation Cost for Average Employee	\$112,826.17	\$9,477.85	\$6,571.21	\$6,966.94
		8.40%	5.82%	6.17%

Section 4: EXPLANATIONS REGARDING PROPOSAL

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.

The certificated salary schedule will increase by 6%. Certificated staff will receive a 3% off salary schedule one time bonus. The district will pay increased costs of health and welfare benefits above the \$14,500 cap up to \$17,078.01 which is already included in the adopted budget.

For FY 22/23 only, a \$2,000 stipend was given for steps 17 thru 19 and 21 thru 30.

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

For FY 22-23, column I on the salary schedule will be removed and for column III steps 9 and 10 were added. For FY 23/24, for column III steps 11 and 12 will be added.

3 Explain Non-Compensation Items. Ie. Class Size changes, Staff Development Days, Teacher

Prep Time, etc.

None.

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.

None.

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?

General fund unrestricted.

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

General fund unrestricted.

Section 6: IMPACT ON CURRENT YEAR

General Fund	Latest Brd Apprvd Budget	Settlement Costs		Other Budget Adjustments	New Projected Budget
		Agreement Adjustments	Previously Budgeted		
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$6,730,186	\$0	\$0	\$0	\$6,730,186
Federal Revenues	\$111,471	\$0	\$0	\$0	\$111,471
Other State Revenues	\$640,393	\$0	\$0	\$0	\$640,393
Other Local Revenues	\$60,000	\$0	\$0	\$0	\$60,000
TOTAL	\$7,542,050	\$0	\$0	\$0	\$7,542,050
OPERATING EXPENDITURES					
Certificated Salaries	\$2,985,688	\$246,268	\$0	\$0	\$3,231,956
Classified Salaries	\$1,062,005	\$0	\$0	\$0	\$1,062,005
Employee Benefits	\$2,148,491	\$47,545	\$0	\$0	\$2,196,036
Books and Supplies	\$382,823	\$0	\$0	\$0	\$382,823
Services, Other Operating Expenses	\$1,119,011	\$0	\$0	\$0	\$1,119,011
Capital Outlay	\$1,008,000	\$0	\$0	\$0	\$1,008,000
Other Outgo	\$11,238	\$0	\$0	\$0	\$11,238
Direct/Indirect Support Costs	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,717,256	\$293,813	\$0	\$0	\$9,011,069
OPERATING SURPLUS (DEFICIT)	-\$1,175,206	-\$293,813	\$0	\$0	-\$1,469,019
OTHER FINANCING SOURCES/USES					
Transfers In	\$0	\$0	\$0	\$0	\$0
Transfers <Out>	-\$45,000	\$0	\$0	\$0	-\$45,000
Other Sources	\$0	\$0	\$0	\$0	\$0
Other <Uses>	\$0	\$0	\$0	\$0	\$0
Contributions	\$0	\$0	\$0	\$0	\$0
TOTAL	-\$45,000	\$0	\$0	\$0	-\$45,000
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$1,220,206	-\$293,813	\$0	\$0	-\$1,514,019
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$5,437,319				\$5,437,319
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$5,437,319				\$5,437,319
Ending Fund Balance	\$4,217,113	-\$293,813	\$0	\$0	\$3,923,300
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	\$4,217,113				\$3,923,300
f. Total Components of Ending Fund Balance (Line f must agree with Ending Fund Balance)	\$4,217,113				\$3,923,300

Section 7: IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES

1. State Reserve Standard		
Total Expenditures, Transfers Out and Uses	\$	9,056,069
State Standard Minimum Reserve Percentage		4%
State Standard Minimum Reserve Amount	\$	362,243
2. Budgeted Unrestricted Reserved		
1. General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789)	\$	0
2. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$	3,226,329
3. Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance	\$	138,055
Total District Budgeted Unrestricted Reserves (sum lines 1 - 3)	\$	3,364,384
3. Do unrestricted reserves meet the state standard minimum reserve amount?		
Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

Section 9: MULTI-YEAR PROJECTION - GENERAL FUND

Oak Valley Union School District School District

General Fund	2022-23 Projected Budget	Change	2023-24 Projected Budget	Change	2024-25 Projected Budget
Latest prepared Form MYP - ATTACH TO DISCLOSURE					
Date Prepared	6/30/2022				
It Includes this Settlement	No				
Fund 01 Expenditures and Other Financing Uses	\$8,762,256		\$8,255,433		\$8,413,745
Total Available Reserves	\$3,519,143		\$3,113,819		\$2,629,933
IMPACT OF AGREEMENT ON AVAILABLE RESERVES	(\$293,813)		(\$203,708)		(\$215,975)
OTHER ADJUSTMENTS TO AVAILABLE RESERVES					
ESTIMATED RESERVES AFTER SETTLEMENT	\$3,225,330		\$2,910,111		\$2,413,958

MINIMUM RESERVE LEVEL					
Minimum Required Percent	4%				
Required Amount per Form MYP Attached	350,490		330,217		336,550
Required Amount after Settlement	362,243		338,366		345,189
Over (Under) Required Reserves	2,863,087		2,571,746		2,068,769
Reserve Requirement Met?	Yes		Yes		Yes

Section 3 :Proposed Change in Compensation		Fiscal Impact of Proposed Agreement			
Compensation		Costs prior to Proposed Agreement	Current Year Increase/Decrease 2022-23	Year 2 Increase/Decrease 2023-24	Year 3 Increase/Decrease 2024-25
1	Salary Schedule	\$ 2,422,833.00	\$145,369.98	\$154,092.18	\$163,337.71
	% Increase		6.00%	6.00%	6.00%
	Step and Column		%	%	%
2	Other Compensation	\$0.00	\$100,897.99	\$15,065.78	\$16,014.92
	Stipends, Bonuses, Longevity Overtime, Differential, etc		3.00%	0.00%	0.00%
	Description of other compensation				
3	Statutory Benefits STRS, PERS, FICA,WC,UI, Medicare	\$528,282.06	\$47,545.39	\$34,549.65	\$36,622.63
			9.00%	6.00%	6.00%
4	Health/Welfare Plans	\$546,496.32	\$0.00	\$0.00	\$0.00
5	Total Compensation, Add Items 1 thru 4 to equal 5	\$ 3,497,611.38	\$293,813.36	\$203,707.61	\$215,975.26
			8.40%	5.82%	6.17%

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)	\$6,730,186				\$6,730,186
Federal Revenues	\$0				\$0
Other State Revenues	\$112,128				\$112,128
Other Local Revenues	\$58,000				\$58,000
TOTAL	\$6,900,314		\$0	\$0	\$6,900,314
OPERATING EXPENDITURES					
Certificated Salaries	\$2,837,225	\$246,268			\$3,083,493
Classified Salaries	\$894,582	\$0			\$894,582
Employee Benefits	\$1,724,016	\$47,545			\$1,771,561
Books and Supplies	\$315,139				\$315,139
Services, Other Operating Expenses	\$1,023,611				\$1,023,611
Capital Outlay	\$920,000				\$920,000
Other Outgo	\$11,238				\$11,238
Direct/Indirect Support Costs	-\$3,093				-\$3,093
TOTAL	\$7,722,718	\$293,813	\$0	\$0	\$8,016,531
OPERATING SURPLUS (DEFICIT)	-\$822,404	-\$293,813	\$0	\$0	-\$1,116,217
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	-\$45,000				-\$45,000
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	-\$391,816				-\$391,816
TOTAL	-\$436,816	\$0	\$0	\$0	-\$436,816
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$1,259,220	-\$293,813	\$0	\$0	-\$1,553,033
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$4,779,363				\$4,779,363
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$4,779,363				\$4,779,363
Ending Fund Balance	\$3,520,143	-\$293,813	\$0	\$0	\$3,226,329
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	\$3,520,143				\$3,226,329
f. Total Components of Ending Fund Balance (Line f must agree with Ending Fund Balance)	\$3,520,143				\$3,226,329

Section 3 :Proposed Change in Compensation		Fiscal Impact of Proposed Agreement			
Compensation	Costs prior to Proposed Agreement	Current Year	Year 2	Year 3	
		Increase/Decrease 2022-23	Increase/Decrease 2023-24	Increase/Decrease 2024-25	
1 Salary Schedule	\$ -	\$0.00	\$0.00	\$0.00	
% Increase		6.00%	6.00%	6.00%	%
		\$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		3.00%	0.00%	0.00%	%
Description of other compensation					
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$0.00	\$0.00	\$0.00	\$0.00	
		9.00%	6.00%	6.00%	%
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	\$ -	\$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	\$111,471				\$111,471
Other State Revenues	\$528,265				\$528,265
Other Local Revenues	\$2,000				\$2,000
TOTAL	\$641,736		\$0	\$0	\$641,736
OPERATING EXPENDITURES					
Certificated Salaries	\$148,463	\$0			\$148,463
Classified Salaries	\$167,423	\$0			\$167,423
Employee Benefits	\$424,475	\$0			\$424,475
Books and Supplies	\$67,684				\$67,684
Services, Other Operating Expenses	\$95,400				\$95,400
Capital Outlay	\$88,000				\$88,000
Other Outgo	\$0				\$0
Direct/Indirect Support Costs	\$3,093				\$3,093
TOTAL	\$994,538	\$0	\$0	\$0	\$994,538
OPERATING SURPLUS (DEFICIT)	-\$352,802	\$0	\$0	\$0	-\$352,802
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	\$391,816				\$391,816
TOTAL	\$391,816	\$0	\$0	\$0	\$391,816
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	\$39,014	\$0	\$0	\$0	\$39,014
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$657,956				\$657,956
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$657,956				\$657,956
Ending Fund Balance	\$696,970	\$0	\$0	\$0	\$696,970
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	\$696,970				\$696,970
f. Total Components of Ending Fund Balance (Line f must agree with Ending Fund Balance)	\$696,970				\$696,970

Oak Valley Union School District School District

Parent & Teacher Organizations


Name of Organization	Street Number/Name	P.O. Box #	City	Zip Code
PTO - Oak Valley Elementary School District	24500 Road 68		Tulare	93274
School Site Council - Oak Valley Elementary School Dist	24500 Road 68		Tulare	93274
OVTA - Oak Valley Elementary School District	24500 Road 68		Tulare	93274

Current List must be supplied for each settlement disclosure

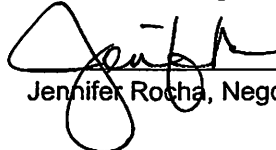
Tentative Agreement between OVTA and the District for the 2022-2023 SY

1. The district will pay the increased costs of health and welfare above the \$14,500 cap.
2. A 6% on salary schedule increase with a 3% off salary schedule bonus.
3. For the 22/23 SY only, a \$2,000 stipend towards longevity pay for steps 17 thru 19 and 21 thru 30. Revisit longevity pay during the 2023-2024 negotiations.
4. Revise Column III on salary schedule to reflect added steps 9 and 10 for the 22/23 SY and add steps 11 and 12 for the 23/24 SY.
5. Remove Column 1 on the salary schedule.
6. Begin with column title BA<30 units
7. This agreement is not final until it is ratified by the Oak Valley Teachers Association members and approved by the Oak Valley Union Elementary School District Board of Trustees.

 5-17-22
Heather Pilgrim, Superintendent Date


Patricia Mendez, OVTA Chapter President Date


Lisa Koontz, Negotiations Member Date


Jennifer Rocha, Negotiations Member Date

5-17-22
Date

5-17-22
Date

5-17-22
Date

OVTA Salary Schedule for the 2022-2023 year

Step	BA<30	BA+30	BA+45	BA+60	Masters
1	55,997	57,678	59,898	61,192	63,020
2	57,678	59,410	61,192	63,020	64,915
3	59,410	61,192	63,020	64,915	66,862
4	61,192	63,020	64,915	66,862	68,870
5	63,049	64,915	66,862	68,870	70,941
6		66,862	68,870	70,941	73,063
7		68,870	70,941	73,063	75,256
8		70,941	73,063	75,256	77,535
9		73,063	75,256	77,535	79,838
10		75,256	77,535	79,838	82,238
11		77,535	79,838	82,238	84,705
12		79,838	82,238	84,705	87,239
13			84,705	87,239	89,858
14			87,239	89,858	92,555
15			89,858	92,555	95,240
16			92,555	95,240	98,001
20				98,001	100,844
In addition a 3% off-schedule payment shall be provided.					
Longevity for the 2022-2023 year only as follows:					
	Steps 17-19 - \$2,000.				
	Steps 21-30 - \$2,000.				
BA+30 will add steps 11 and 12 in the 2023-2024 year.					