

Tipton Elementary School District

AGENDA

SPECIAL BOARD MEETING

Monday, June 26, 2023

6:00 p.m. District Board Room

1. CALL TO ORDER- FLAG SALUTE

In compliance with the Americans with Disabilities Act and the Brown Act, if you need special assistance to participate in the meeting, including the receipt of the agenda and documents in the agenda package in an alternate format, please contact the Tipton Elementary School District office at (559) 752-4213. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting (28CFR35.102-35, 104 ADA Title II), and allow for the preparation of documents in appropriate alternate format

2. PUBLIC INPUT:

In order to ensure that Members of the public are provided a meaningful opportunity to address the board on agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public input portion of the agenda, or at the time the matter is taken up by the Board. Presentations are limited to 3 minutes per person and 15 minutes per topic.

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

3. CONSENT CALENDAR: Action items:

3.1 Agreement with TCOE for LVN Services

3.2 Agreement with TCOE for RN Services

3.3 Approve Change Order for Tipton Elementary School Painting Project

4. ADMINISTRATIVE: Action items:

4.1 CTA Public Disclosure for the 2023-2024 School Year

4.2 Discussion and approval of Tentative Agreement between Tipton Elementary School and Associated Teachers of Tipton

4.3 Approval of Certificated Salary Schedule

4.4 Approval of Motivational Speaker, Kevin Bracy

4.5 MOU for Services to Migrant Students, Migrant Education Region VIII

4.6 Ratify Purchase of a School Van

5. Adjourn to Closed Session: The Board will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of closed session as required by law.

5.1 Government Code Section 54957.6

Conference with labor negotiators

Agency designated representatives: Superintendent

Employee Organization: California School Employees Association and its Chapter

6. **Reconvene to Open Session**
7. **Report out from Closed Session**
8. **ADJOURNMENT:**

Notice: If documents are distributed to Board Members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the District Office located at 370 N. Evans Road, Tipton CA. 93272, telephone 752-4213.

Agenda Posted: June 23, 2023

Distrito Escolar Primario de Tipton

AGENDA

REUNIÓN ESPECIAL DE LA JUNTA

lunes, 26 de junio de 2023

18:00 Sala de Juntas de Distrito

1. LLAMADA AL ORDEN - SALUDO A LA BANDERA

De conformidad con la Ley de Estadounidenses con Discapacidades y la Ley Brown, si necesita asistencia especial para participar en la reunión, incluida la recepción de la agenda y los documentos en el paquete de la agenda en un formato alternativo, comuníquese con la oficina del Distrito Escolar Primario de Tipton al (559) 752-4213. La notificación 48 horas antes de la reunión permitirá que el distrito haga arreglos razonables para garantizar la accesibilidad a esta reunión (28CFR35.102-35, 104 ADA Título II) y permitirá la preparación de documentos en formato alternativo apropiado

2. OPINIÓN DEL PÚBLICO:

Para garantizar que los miembros del público tengan una oportunidad significativa de dirigirse a la junta sobre los puntos de la agenda que están dentro de la jurisdicción de la junta, los puntos de la agenda pueden abordarse ya sea en la parte de la agenda con aportes del público o en el momento en que se trate el asunto. asumido por la Junta. Las presentaciones están limitadas a 3 minutos por persona y 15 minutos por tema.

2.1 Relaciones con la comunidad/Comentarios de los ciudadanos

2.2 Informes por Unidades de Empleados CTA/CSEA

3. CALENDARIO DE CONSENTIMIENTO: Elementos de acción:

3.1 Acuerdo con TCOE para Servicios LVN

3.2 Convenio con TCOE para Servicios de RN

3.3 Aprobar orden de cambio para el proyecto de pintura de la escuela primaria Tipton

4. ADMINISTRATIVO: Elementos de acción:

4.1 Divulgación pública de CTA para el año escolar 2023-2024

4.2 Discusión y aprobación del Acuerdo Tentativo entre la Escuela Primaria Tipton y profesores asociados de Tipton

4.3 Aprobación del Cuadro de Salario Certificado

4.4 Aprobación del orador motivacional, Kevin Bracy

4.5 MOU para Servicios a Estudiantes Migrantes, Educación Migrante Región VIII

4.6 Ratificar Compra de Camioneta Escolar

5. Aplazamiento a Sesión Cerrada: La Junta considerará y podrá actuar sobre cualquiera de los siguientes puntos en sesión cerrada. Cualquier acción tomada será reportada públicamente al final de la sesión cerrada como lo requiere la ley.

5.1 Código de Gobierno Sección 54957.6

Conferencia con negociadores laborales

Representantes designados de la agencia: Superintendente

Organización de Empleados: Asociación de Empleados Escolares de California y su Capítulo 765

6. Volver a reunirse para la sesión abierta

7. Informe de sesión cerrada

8. APLAZAMIENTO:

Aviso: Si los documentos se distribuyen a los miembros de la junta con respecto a un tema de la agenda dentro de las 72 horas posteriores a una reunión regular de la junta, al mismo tiempo los documentos estarán disponibles para inspección pública en la oficina del distrito ubicada en 370 N. Evans Road, Tipton CA. 93272, teléfono 752-4213.

Agenda publicada: 23 de junio de 2023

3. CONSENT CALENDAR: Action items:

3.1 Agreement with TCOE for LVN Services

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
*County
Superintendent
of Schools*

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

(559) 733-6300
tcoe.org

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

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

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

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

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

Main Locations

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

Doe Avenue Complex
7000 Doe Ave.
Visalia

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

June 14, 2023

Tipton School District
PO Box 787
Tipton, CA 93272

Stacey Bettencourt,

Attached is your Agency Agreement for 23-24 from School Health Program.

Please sign and return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,


Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF DISTRICT:

(Please provide a detailed description of services and deliverables to be provided by Tipton School District.)

Please see attached Exhibit A Scope of Services - Responsibilities of District

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

Please see attached Exhibit A Scope of Services - Responsibilities of Superintendent

FEE SCHEDULE

The contract total for services to be provided are estimated to be

The contract total for services to be provided are estimated to be \$48,074.96, including travel or other expenses. 185 days is \$259.86 per day = \$48,074.96.

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)	Tipton LVN Scope of Services.pdf	442.63KB
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Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 240177

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Tipton School District**, referred to as **DISTRICT**.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as

8/1/2023

and shall expire on .

6/30/2024

2. **SERVICES:** DISTRICT shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 48,074.96

4. METHOD OF PAYMENT:

- a. **SUPERINTENDENT** must submit itemized invoices to **DISTRICT** for the cost of the services.
- b. **SUPERINTENDENT** is responsible for maintaining verifiable records for all expenditures.

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

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

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

DISTRICT
Stacey Bettencourt
Tipton School District
P.O. Box 787
Tipton, CA 93272

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

SUPERINTENDENT

Signature

Tim A. Hira

Date

6/13/2023

DISTRICT

Signature

Sign

Date

6/15/23

Shirley Bettencourt

TCOE Program Information

Contact Person:

Margarita Quintana

Telephone:

(559) 651-0130, ext. 3730

Department/Program: School Health Programs

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF DISTRICT:

The district will provide the Licensed Vocational Nurse the following:

- Access to student health information.
- Access to school workspace and technology with the support of school Information Technology (IT) staff.
- The ability to assist the Credentialed School Nurse with mandated health screenings and follow-ups.
- Allow the LVN the ability to attend the beginning of the school year training hosted by Tulare County Office of Education, School Health Programs.
- Districts may not refer to the TCOE Licensed Vocational Nurse (LVN) as the “school nurse”. Per Education Code 49426, A school nurse is a registered nurse currently licensed under Chapter 6 (commencing with Section 2077) of Division 2 of the Business and Professions Code, and who has completed the additional educational requirements for, and possesses a current credential in, school nursing pursuant to Education Code Section 44877.

District agrees to pay Superintendent the sum of **\$48,074.96** for **Licensed Vocational Nurse services** for **185 days at 5 hrs. per day** as provided in this Agreement.

EXHIBIT A

2. RESPONSIBILITIES OF SUPERINTENDENT:

Tulare County Superintendent of Schools will provide the following:

- A qualified staff member(s) to perform Licensed Vocational Nurse services including:
- Provide specialized nursing services to provide insulin administration, gastric tube feedings, catheterizations, and other specialized health care services as assigned.
- Assists the credentialed School Nurse with mandated health screenings and follow-ups.
- Assists in maintaining and dispensing medication to students with prescribed medication.
- Provides first aid care to students.
- Maintains current and accurate health records.
- Licensed Vocational Nursing services that are within their scope of practice per the Board of Vocational Nursing and Psychiatric Technicians and as specified in the Business and Profession Code-Sections 2859 to 2873.
- A Credentialed School Nurse to provide oversight supervision and training of the Licensed Vocational working in an educational setting.

FEE SCHEDULE

The contract total for services to be provided are estimated to be \$48,074.96, including travel or other expenses. 185 days is \$259.86 per day = \$48,074.96

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

3. CONSENT CALENDAR: Action items:

3.2 Agreement with TCOE for RN Services

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
*County
Superintendent
of Schools*

P.O. Box 5091
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**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

June 14, 2023

Tipton School District
PO Box 787
Tipton, CA 93272

Stacey Bettencourt,

Attached is your Agency Agreement for 23-24 from School Health Program.

Please sign and return either by e-mail or by mail to:


E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,


Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

SCOPE OF SERVICES - EXHIBIT A

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Please see attached Exhibit A Scope of Services - Responsibilities of District

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

Please see attached Exhibit A Scope of Services - Responsibilities of Superintendent

FEE SCHEDULE

The contract total for services to be provided are estimated to be

The contract total for services to be provided are estimated to be \$11,640.00, including travel or other expenses. 10 days is \$1,164.00 per day = \$11,640.00.

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)	Tipton RN Exhibit A Scope of Services.docx	21.7KB
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Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 240178

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Tipton School District**, referred to as **DISTRICT**.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as

8/1/2023

and shall expire on .

6/30/2024

2. **SERVICES:** DISTRICT shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 11,640.00

4. METHOD OF PAYMENT:

- a. **SUPERINTENDENT** must submit itemized invoices to **DISTRICT** for the cost of the services.
- b. **SUPERINTENDENT** is responsible for maintaining verifiable records for all expenditures.

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

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

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

DISTRICT
Stacey Bettencourt
Tipton School District
P.O. Box 787
Tipton, CA 93272

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

SUPERINTENDENT

Signature

Tim A. Hore

Date

6/13/2023

DISTRICT

Signature

Sign

Date

6/15/23

Stacey Betterman

TCOE Program Information

Contact Person:

Margarita Quintana

Telephone:

(559) 651-0130, ext. 3730

Department/Program: School Health Programs

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF DISTRICT:

The District agrees to provide the following information to the designated School Nurse and abide by the following:

- Access to school technology with the support of school Information Technology (IT) staff.
- Access to a current bell schedule for all grades.
- Access to students, facility space, technology support and ability to make copies of handouts for student sexual health education.
- Provide reasonable access to classroom or facility space that will be conducive to learning for students and parent preview.
- Collaborate with School Nurse in scheduling parent preview and classroom instruction for sexual health education.
- Provide a classroom teacher that can observe all student classroom instruction provided by the School Nurse as it relates to sexual health education.
- Assist School Nurse in distributing parent/guardian notification letters at a minimum of 14 days prior to classroom instruction.
- Inform School Nurse of any parent/guardian letters received that “opt-out” their student for sexual health education. The school will not provide any standard form for parents/guardians to use to “opt-out” their student out of instruction.
- The District understands when an additional TCOE School Nurse is providing nursing services in the District, that day(s) of service will be counted as a contracted day.

EXHIBIT A

District agrees to pay Superintendent the sum of \$11,640.00 for **Health/School Nursing services and comprehensive sexual health education services** for 10 days as provided in this Agreement.

2. RESPONSIBILITIES OF SUPERINTENDENT:

Tulare County Superintendent of Schools will furnish the following:

- A qualified staff member(s) pursuant to Education Code section 44872, 44267.5, and 44877 to perform health/school nursing services related to sexual health education.
- School Health Programs will review and adopt a sexual health curriculum that meets California Healthy Youth Act, California Education Code (EC) sections 51930-51939, utilizing a program review process and the compliance assessment tool completed by the Adolescent Sexual Health Work Group (ASHWG).
- School Nurse will collaborate with the District in the planning and scheduling of sexual health education parent preview and classroom instruction during the school year.

FEE SCHEDULE

The contract total for services to be provided are estimated to be \$11,640.00, including travel or other expenses. 10 days is \$1,164.00 per day = \$11,640.00.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

3. **CONSENT CALENDAR: Action items:**

3.3 Approve Change Order for Tipton Elementary School Painting Project

Tipton Elementary School District

Board of Trustees Meeting Agenda Item

To: Board of Trustees
From: Stacey Bettencourt, Superintendent
Date: June 21, 2023

TITLE: Approval of Change Order for Tipton Elementary School Painting Project

CONTACT PERSON: Stacey Bettencourt

FOR ACTION: June 26, 2023

RECOMMENDATION:

Approve Proposed Change Order for Tipton Elementary School Painting Project

DISCUSSION:

The Tipton Elementary School District (“District”) and Perfection Painting Corp. (“Contractor”) entered into a contract for Contractor to paint the exteriors of the buildings located on the Tipton Elementary School campus, except for the Multipurpose Building and Portable Buildings 108-110. The portable buildings were excluded because they are leased, and the District did not have permission from the lessor at the time the Contract was entered into to paint the leased portable buildings. Since then, the District has obtained permission from the lessor to paint the portable buildings. The District has obtained a proposal from the Contractor to paint the portable buildings for an additional cost of \$8,000 (“Additional Work”). Because it would be beneficial to the District to include the portable buildings in the Painting Project at this time, the District Administration recommends that a change order be approved that would provide for Contractor to perform the Additional Work as part of the original Project.

ATTACHMENTS: Proposed Change Order No. 1.

REVISIONS:

CHANGE ORDER

For Design-Bid-Build Contract

Owner: Tipton Elementary School District
Contract: Tipton Elementary School District Paint Project
Contractor: Perfection Painting Corp.
Change Order No.: 1
Date: June 21, 2023

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (attach pages, if necessary):

Paint the complete exterior of Portable Buildings 108-110, to include the following:

1. Pressure wash to remove dirt and loose paint.
2. Protect surfaces that are not scheduled for paint: concrete, windows, shrubs, light fixtures, etc.
3. Paint all scheduled surfaces with top coats of Sherwin Williams exterior paint.
4. Back-roll as needed.
5. Paint doors interior/exterior.
6. Paint trim windows and windows trim

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$8,000.00

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: _0_ calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE (OTHER THAN ALLOWANCES OR CONTINGENCY):

Original Contract Price less any Allowances or Contingency:	\$247,000.00
Prior Board-Approved Change Orders:	+ \$0
This Change Order (Subject to Board Approval):	+ \$8,000.00
Adjusted Contract Price less any Allowances or Contingency:	= \$255,000.00

(For payments from an allowances or a contingency, use the Approval of Allowance Expenditure or Approval of Contingency Expenditure forms.)

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

On behalf of Owner:

On behalf of Contractor:

Superintendent

Title

Title

Stacey Bettencourt

Name

Name

Signature

Signature

Date

Date

4. ADMINISTRATIVE: Action items:

4.1 CTA Public Disclosure for the 2023-2024 School Year

Summary of Salary Settlement Agreement
With the

Tipton Elementary 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 7/1/2023 and ending 6/30/2024 and

will be acted upon by the Governing Board at its meeting on 6/26/2023

Select the type of employee represented 1. Certificated Salaries

Report Version 2014.1
B:\Alma Zepeda\Districts\053 Tipton\2023-24\23-24 Salary Negotiations\CTA

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 : 6/23/2023
Date

The agreement was [posted at / advertised in] : Location / Newspaper District Office
(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) Pending Settlement
Classified (Select One)

of Employees Represented
32

Section 3: PROPOSED CHANGE IN COMPENSATION

Compensation		Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year Increase/Decrease 2023-24	Year 2 Increase/Decrease 2024-25	Year 3 Increase/Decrease 2025-26
1	Salary Schedule	\$ 2,842,516.00	\$198,976.12	\$212,904.45	\$227,807.76
	% Increase		7.00%	7.00%	7.00%
			\$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		0.00%	0.00%	0.00%
	Overtime, Differential, etc				
	Description of other compensation				
3	Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$708,536.00	\$49,597.52	\$53,069.35	\$56,784.20
			7.00%	7.00%	7.00%
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	\$ 3,551,052.00	\$248,573.64	\$265,973.80	\$284,591.96
			7.00%	7.49%	8.01%
6	Total Number of Represented Employees (Use FTEs if appropriate)	32.00			
7	Total Compensation Cost for Average Employee	\$110,970.38	\$7,767.93	\$8,311.68	\$8,893.50
			7.00%	7.49%	8.01%

Section 4: EXPLANATIONS REGARDING PROPOSAL

Tipton Elementary School District School District

Please include an explanation for all questions.

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

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

7% salary increase for 2023-2024 school year. The agreement will remain in effect from July 1, 2023 through June 30, 2024. Adopted budget already included a COLA of 5%.

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

No.

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

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.

Increase to anniversary bonuses: \$1,000 for each year 25-29, \$2,000 for each year 30-34, & \$3,500 for each year 35 & beyond

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

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

Not a multi-year agreement.

Section 6: IMPACT ON CURRENT YEAR

Tipton Elementary School District School District

General Fund	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$7,929,607	\$0	\$0	\$0	\$7,929,607
Federal Revenues	\$456,014	\$0	\$0	\$0	\$456,014
Other State Revenues	\$1,615,431	\$0	\$0	\$0	\$1,615,431
Other Local Revenues	\$109,817	\$0	\$0	\$0	\$109,817
TOTAL	\$10,110,869	\$0	\$0	\$0	\$10,110,869
OPERATING EXPENDITURES					
Certificated Salaries	\$3,496,735	\$198,976	-\$159,791	\$0	\$3,535,920
Classified Salaries	\$1,402,867	\$0	\$0	\$0	\$1,402,867
Employee Benefits	\$2,618,744	\$49,598	-\$48,482	\$0	\$2,619,860
Books and Supplies	\$938,276	\$0	\$0	\$0	\$938,276
Services, Other Operating Expenses	\$1,094,608	\$0	\$0	\$0	\$1,094,608
Capital Outlay	\$38,500	\$0	\$0	\$0	\$38,500
Other Outgo	\$241,757	\$0	\$0	\$0	\$241,757
Direct/Indirect Support Costs	-\$24,418	\$0	\$0	\$0	-\$24,418
TOTAL	\$9,807,069	\$248,574	-\$208,273	\$0	\$9,847,369
OPERATING SURPLUS (DEFICIT)	\$303,800	-\$248,574	\$208,273	\$0	\$263,500
OTHER FINANCING SOURCES/USES					
Transfers In	\$0	\$0	\$0	\$0	\$0
Transfers <Out>	\$0	\$0	\$0	\$0	\$0
Other Sources	\$0	\$0	\$0	\$0	\$0
Other <Uses>	\$0	\$0	\$0	\$0	\$0
Contributions	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	\$303,800	-\$248,574	\$208,273	\$0	\$263,500
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$7,982,597				\$7,982,597
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$7,982,597				\$7,982,597
Ending Fund Balance	\$8,286,397	-\$248,574	\$208,273	\$0	\$8,246,097
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	\$8,286,397				\$8,246,097
f. Total Components of Ending Fund Balance	\$8,286,397				\$8,246,097
(Line f must agree with Ending Fund Balance)					

Section 7: IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES

1. State Reserve Standard		
Total Expenditures, Transfers Out and Uses	\$	9,847,369
State Standard Minimum Reserve Percentage		4%
State Standard Minimum Reserve Amount	\$	393,895
2. Budgeted Unrestricted Reserved		
1. General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789)	\$	0
2. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$	5,161,157
3. Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance	\$	0
Total District Budgeted Unrestricted Reserves (sum lines 1 - 3)	\$	5,161,157
3. Do unrestricted reserves meet the state standard minimum reserve amount?		
Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

Section 8: CERTIFICATION

Tipton Elementary School District School District

(a) LCFF Base Funding for year prior to settlement	\$4,865,960.00
(b) Projected LCFF Base Funding for year of settlement	\$5,146,775.00
(c) Amount of Current-Year Increase: (b) minus (a)	\$280,815.00
(d) Percentage Increase Base LCFF Funding: (c) divided by (a)	5.77%
(e) Total Compensation Percentage Increase from Section 3, Line 7, Page 1 for current year	7.00%

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

Description	Revenue Increases	Expenditure Decreases	Fund Balance Reduction
Salary increase of 7% for certificated staff for 23-24			\$39,185
Statutory Benefits			\$1,116
Totals (must agree with Section 6)	\$0	\$0	\$40,301

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

8/10/2023

District can meet the costs incurred under the Collective Bargaining Agreement.

District Superintendent
(Signature)

Date

Positive Certification
Select OneDistrict Chief Business Officer
(Signature)

Date

Positive Certification
Select One

figures as calculated per the agreement.

President, Governing Board
(Signature)

Date

General Fund					
	Projected Budget	Change	Projected Budget	Change	Projected Budget
Latest prepared Form MYP - ATTACH TO DISCLOSURE					
Date Prepared	6/1/2023				
It Includes this Settlement	5%				
Fund 01 Expenditures and Other Financing Uses	\$9,807,068		\$9,988,696		\$10,508,014
Total Available Reserves	\$5,211,433		\$4,943,234		\$4,416,318
IMPACT OF AGREEMENT ON AVAILABLE RESERVES					
	(\$233,937)		(\$250,313)		(\$267,835)
OTHER ADJUSTMENTS TO AVAILABLE RESERVES					
5% already budgeted	\$181,161		\$193,842		\$207,411
ESTIMATED RESERVES AFTER SETTLEMENT					
	\$5,158,657		\$4,886,763		\$4,355,894

MINIMUM RESERVE LEVEL					
Minimum Required Percent	4%				
Required Amount per Form MYP Attached	392,283		399,548		420,321
Required Amount after Settlement	394,393		401,806		422,737
Over (Under) Required Reserves	4,764,264		4,484,957		3,933,157
Reserve Requirement Met?	Yes		Yes		Yes

Section 3 :Proposed Change in Compensation

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2023-24	Year 2 Increase/Decrease 2024-25	Year 3 Increase/Decrease 2025-26
1 Salary Schedule	\$ 2,676,690.00	\$187,368.30	\$200,484.08	\$214,517.97
% Increase		7.00%	7.00%	7.00%
		\$0.00	\$0.00	\$0.00
Step and Column				
2 Other Compensation		\$0.00	\$0.00	\$0.00
Stipends, Bonuses, Longevity Overtime, Differential, etc				
Description of other compensation				
3 Statutory Benefits STRS, PERS, FICA,WC,UI, Medicare	\$665,273.00	\$46,569.11	\$49,828.95	\$53,316.97
		7.00%	7.00%	7.00%
4 Health/Welfare Plans		\$0.00	\$0.00	\$0.00
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 3,341,963.00	\$233,937.41	\$250,313.03	\$267,834.94
		7.00%	7.49%	8.01%

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)	\$7,929,607				\$7,929,607
Federal Revenues	\$0				\$0
Other State Revenues	\$99,849				\$99,849
Other Local Revenues	\$0				\$0
TOTAL	\$8,029,456		\$0	\$0	\$8,029,456
OPERATING EXPENDITURES					
Certificated Salaries	\$3,258,634	\$187,368	-\$138,366		\$3,307,636
Classified Salaries	\$807,491	\$0			\$807,491
Employee Benefits	\$1,912,227	\$46,569	-\$42,795		\$1,916,001
Books and Supplies	\$448,479				\$448,479
Services, Other Operating Expenses	\$780,275				\$780,275
Capital Outlay	\$23,000				\$23,000
Other Outgo	\$48,758				\$48,758
Direct/Indirect Support Costs	-\$54,359				-\$54,359
TOTAL	\$7,224,505	\$233,937	-\$181,161	\$0	\$7,277,280
OPERATING SURPLUS (DEFICIT)	\$804,951	-\$233,937	\$181,161	\$0	\$752,176
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	-\$913,691				-\$913,691
TOTAL	-\$913,691	\$0	\$0	\$0	-\$913,691
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$108,740	-\$233,937	\$181,161	\$0	-\$161,515
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$5,322,673				\$5,322,673
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$5,322,673				\$5,322,673
Ending Fund Balance	\$5,213,933	-\$233,937	\$181,161	\$0	\$5,161,157
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	\$5,213,933				\$5,161,157
f. Total Components of Ending Fund Balance	\$5,213,933				\$5,161,157
(Line f must agree with Ending Fund Balance)					

Section 3 :Proposed Change in Compensation

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2023-24	Year 2 Increase/Decrease 2024-25	Year 3 Increase/Decrease 2025-26
1 Salary Schedule	\$ 165,826.00	\$11,607.82	\$12,420.37	\$13,289.79
% Increase		7.00%	7.00%	7.00%
		\$0.00	\$0.00	\$0.00
Step and Column		0.00%	0.00%	0.00%
2 Other Compensation		\$0.00	\$0.00	\$0.00
Stipends, Bonuses, Longevity Overtime, Differential, etc		0.00%	0.00%	0.00%
Description of other compensation				
3 Statutory Benefits STRS, PERS, FICA,WC,UI, Medicare	\$43,263.00	\$3,028.41	\$3,240.40	\$3,467.23
		7.00%	7.00%	7.00%
4 Health/Welfare Plans		\$0.00	\$0.00	\$0.00
		0.00%	0.00%	0.00%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 209,089.00	\$14,636.23	\$15,660.77	\$16,757.02
		7.00%	7.49%	8.01%

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	\$456,014				\$456,014
Other State Revenues	\$1,515,582				\$1,515,582
Other Local Revenues	\$109,817				\$109,817
TOTAL	\$2,081,413		\$0	\$0	\$2,081,413
OPERATING EXPENDITURES					
Certificated Salaries	\$238,101	\$11,608	-\$21,425		\$228,284
Classified Salaries	\$595,376	\$0			\$595,376
Employee Benefits	\$706,517	\$3,028	-\$5,687		\$703,858
Books and Supplies	\$489,797				\$489,797
Services, Other Operating Expenses	\$314,333				\$314,333
Capital Outlay	\$15,500				\$15,500
Other Outgo	\$192,999				\$192,999
Direct/Indirect Support Costs	\$29,941				\$29,941
TOTAL	\$2,582,564	\$14,636	-\$27,112	\$0	\$2,570,088
OPERATING SURPLUS (DEFICIT)	-\$501,151	-\$14,636	\$27,112	\$0	-\$488,675
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	\$913,691				\$913,691
TOTAL	\$913,691	\$0	\$0	\$0	\$913,691
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	\$412,540	-\$14,636	\$27,112	\$0	\$425,016
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$2,659,924				\$2,659,924
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$2,659,924				\$2,659,924
Ending Fund Balance	\$3,072,464	-\$14,636	\$27,112	\$0	\$3,084,940
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	\$3,072,464				\$3,084,940
f. Total Components of Ending Fund Balance (Line f must agree with Ending Fund Balance)	\$3,072,464				\$3,084,940

4. ADMINISTRATIVE: Action items:

4.2 Discussion and approval of Tentative Agreement between Tipton Elementary School and Associated Teachers of Tipton

**Agreement between
Tipton Elementary School District
And
Associated Teachers of Tipton
April 11, 2023**

In an agreement between the Associated Teachers of Tipton and Tipton Elementary School District, both parties agree to the following issues:

Salary: Article 12.1 & Appendix A

- Members will get a 7% raise on the salary schedule
- Increases to Anniversary Bonus'
 - \$1,000 for each year 25-29
 - \$2,000 for each year 30-34
 - \$3,500 for each year 35 and beyond

Health and Welfare Benefits: Article 13.1 Employee Benefits

- District will maintain fully paid benefits for 2023-2024 (\$19,118.16)

INWITNESS WHEREOF, the parties have caused their authorized representatives to negotiate the Agreement this 15th day of June, 2023.

Tipton Elementary School District

A handwritten signature in blue ink, appearing to read "Stacy Bettencourt", written over a horizontal line.

Associated Teachers of Tipton

Two handwritten signatures in blue ink, one above the other, written over a horizontal line. The top signature appears to read "Jan Janin" and the bottom one appears to read "J. H. Huffer".

4. ADMINISTRATIVE: Action items:

4.3 Approval of Certificated Salary Schedule

Tipton Elementary School District Certificated Salary Schedule

2023-2024 (July 1, 2023, 7% increase)

STEPS	CLASS I BA TO 24	CLASS II BA + 36	CLASS III BA + 48	CLASS IV BA + 60	CLASS V BA + 72
1	64,995	66,931	68,867	70,801	72,732
2	66,931	68,867	70,801	72,732	74,673
3	68,867	70,801	72,732	74,673	76,604
4	70,801	72,732	74,673	76,604	78,539
5	72,732	74,673	76,604	78,539	80,475
6	74,673	76,604	78,539	80,475	82,407
7	76,604	78,539	80,475	82,407	84,343
8		80,475	82,407	84,343	86,287
9		82,407	84,343	86,287	88,214
10		84,343	86,287	88,214	90,149
11		86,287	88,214	90,149	92,085
12			90,149	92,085	94,018
13			92,085	94,018	95,953
14			94,018	95,953	97,889
15				97,889	99,820
16				99,820	101,761
17					103,693
18					105,628
19					107,565
20					109,498
21					111,433
22					113,370
23					
24					
25					
26					

Amount

Master Stipend \$2,000 (Payable evenly in 12 monthly increments)

Combination Class Teacher Stipend \$3,500 (Payable evenly in 12 monthly increments)

District Paid Health Insurance for full-time employees.

Hourly rate paid at **\$65.**

Sub Rate \$185.00, long term at \$235.

Effective 1/26/2011 Anniversary Bonus each year starting on the 25th year as follows:

Years 25 to 29* \$1,000 for each year 25 to 29

Years 30 to 34* \$2,000 for each year 30 to 34

Years 35*+ \$3,500 for each year 35 and beyond

Superintendent _____

Date: _____

Date Board Approved

4. ADMINISTRATIVE: Action items:

4.4 Approval of Motivational Speaker, Kevin Bracy



ABOUT KEVIN BRACY:

Kevin Bracy, is a Motivational Entertainer, Executive Producer, Speaking Coach, Author, Husband, and Father.

Kevin is the most-requested speaker in and around Sacramento, and over his 25+ year career, he has been privileged to speak to millions of people. His mission is to "dream global, but focus local," and he has been actively partnering with California schools for more than 15 years to help shift their culture and climate with his 'Each One REACH One' message.

These days he invests his time with his family, his fitness, mentoring youth for the future, and speaking over 200 times a year to audiences of all ages; encouraging them all to be the greatest version of themselves and to positively reach out to one other person in kindness every day.

Brace Yourself for your Motivational Entertainer, Kevin Bracy.

ESTIMATE



Kevin Bracy of Lifechangers Intl. jessica@lifechangersintl.org
9630 Bruceville Rd. 106-240 +1 (916) 304-2237
Elk Grove, CA 95757 www.kevinbracy.com

Tipton Elementary

Bill to	Estimate details
Tipton Elementary	Estimate no.: 1012
P.O. Box 787	Estimate date: 06/08/2023
370 N. Evans Road	
Tipton, CA. 93272	

Product or service	Amount
1. Speaking	\$7,000.00
Service date: 08/01/2023	
90 minute kick-off keynote for staff to supplement their focus of 'Dare to Lead' by Brene Brown.	
Total	\$7,000.00

4. ADMINISTRATIVE: Action items:

4.5 MOU for Services to Migrant Students, Migrant Education Region VIII



MEMORANDUM OF UNDERSTANDING

FOR SERVICES TO
MIGRANT STUDENTS, MIGRANT EDUCATION REGION VIII

The School District(s) in Migrant Region VIII that selected Model B, hereinafter referred to as “Model B District”, and the TULARE COUNTY SUPERINTENDENT OF SCHOOLS Migrant Education Program, Region VIII, hereinafter referred to as the “Migrant Education Program”, hereby concur that this Agreement shall be in effect as soon as both parties ratify it. This Agreement is for the period of July 1, 2023 to June 30, 2024, inclusive, and shall be effective July 1, 2023.

PURPOSE:

To unify and coordinate **supplemental educational services** and resources for Migrant families and their children residing within the boundaries of participating district(s).

The services to be rendered and the terms and conditions of this Agreement are as follows:

The Migrant Education Program, Region VIII, as Lead Agency, will:

1. Implement all required mandated Migrant components in collaboration with the District contact person or designee assigned to work with the Region.

Mandated components of the Migrant Program:

- Provide Measureable Educational Instruction to Students.
 - Provide a Migrant Education School Readiness Program (MESRP).
 - Facilitation of Parent Advisory Councils will be administered through the Regional Advisory Committee.
 - Provide Opportunities for Parent Involvement.
 - Conduct Identification and Recruitment of Migrant Families.
 - Identify and serve Out-of-School Youth.
 - Provide Summer School services.
 - Establish a Memorandum of Understanding (MOU) with Region VIII to delineate District and Regional responsibilities.
 - Region VIII will hire highly qualified teachers/paraprofessionals OR contract an outside Agency to provide measureable educational instruction to students.
 - The District is not required to complete a DSA and the Program Evaluation.
 - The District School Plan will be discussed by the Area Administrator with contact or designee personnel.
2. Migrant funds are designated to direct measureable instructional services for Migrant students. Direct services are defined as:
 - Services provided directly to the student.

Tulare County
Office of Education

Tim A. Hire, County Superintendent of Schools



MEMORANDUM OF UNDERSTANDING

FOR SERVICES TO
MIGRANT STUDENTS, MIGRANT EDUCATION REGION VIII

- Services that answer the question: “How does the service directly impact student achievement in Mathematics and English Language Arts?”
 - Services that are measurable and produce data to determine student academic progress.
3. Migrant funds are intended to support the administering and monitoring of the Migrant Education Program.
 4. Certificated teachers/paraprofessionals provide instructional services to Migrant students.
 5. Migrant Education School Readiness Program (MESRP) staff must hold a Teaching Credential or a Permit Title (Teacher / Master Teacher) in the Child Development Permit Matrix.
 6. Services are provided before school, after school, or Saturdays and during Summer School (CDE, DSA, Migrant Program is supplemental to the supplementary core programs).
 7. Instructional services shall be relevant and rigorous.
 8. Provide direct supplemental services to Migrant students in the District, after a Needs Assessment has been conducted and collaboration has been occurred with the District.
 9. Assist and provide documentation during Migrant Regional FPM reviews.
 10. In coordination with the District, ensure that at least one parent representative from the district consortium attends a minimum of six Regional Parent Advisory Council (RPAC) trainings at the county level. (The RPAC meets six times per year).

The District, as Participant in the Migrant Education Program Model B, will:

1. Agree to participate in Model B for one fiscal year and shall notify the Migrant Education Program, Region VIII, by the end of November, if the District intends to change from Model B to Model A.
2. Agree that Region VIII will provide and/or coordinate all Migrant services.
3. Provide written approval for the Migrant Education Program, Region VIII, to access student-specific academic, benchmark—data for the purposes of research and for developing interventions using data analysis to identify the academic gaps and needs of Migrant students.
4. Provide Migrant students with equal access to educational opportunities and resources that are available to any other district students.
5. Approve use of facilities for Migrant Education activities within the District based on district operational cost and services requested for Regular Year and Summer.
6. Support the Region with the Migrant Education Program rules, regulations, and restrictions as described in the official Migrant Education Program Assurances.
7. If a student injury occurs in the Migrant Education Program, the District’s policies and procedures will be followed. The Tulare County Superintendent of Schools’ liability coverage would be primary for liability purposes as to Claims for Damages filed against the Tulare County Superintendent of Schools. Tulare County Superintendent of Schools will not provide any Student Accident Converge.

**Tulare County
Office of Education**

Tim A. Hire, County Superintendent of Schools



MEMORANDUM OF UNDERSTANDING

FOR SERVICES TO
MIGRANT STUDENTS, MIGRANT EDUCATION REGION VIII

8. Provide attendance data for purposes of identifying Migrant children enrolling and departing from the District (i.e. district gains/loss reports).
9. Assist in providing office space for migrant staff (Area Administrators and/or Student Recruiters).

Agreed upon by:
District Superintendent: Stacey Bettencourt
Printed Name

Stacey Bettencourt
Signature

District: Tipton Elementary School

Date: June 16, 2023

Agreed upon by:
LEA: Tulare County Office of Education

County Superintendent of Schools: _____
Tim A. Hire

Date: _____

Migrant Education Director, Administrator: _____
Anabel González

Date: _____

**Tulare County
Office of Education**

Tim A. Hire, County Superintendent of Schools

4. ADMINISTRATIVE: Action items:

4.6 Ratify Purchase of a School Van

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) TIPTON ELEMENTARY SCHOOL DISTRICT 370 N EVANS RD TIPTON, CA 93272 COUNTY: TULARE Cell: 310/322-2222 Email: N/A	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) CARSON HONDA 1435 223RD STREET CARSON, CA 90745 310-834-4773
---	---	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2023	HONDA ODYSSEY	125	5FNRL6H79PB064813	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 48905.51(e)	\$ 48905.51(e)	\$ 0.00 is
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ N/A	N/A		
One Payment of	\$ N/A	N/A		
One Payment of	\$ N/A	N/A		
1	\$ 48905.51	Monthly beginning 07/29/2023		
N/A	\$ N/A	N/A		
One final payment	\$ 48905.51	07/29/2023		
Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay early, you may be charged a minimum finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information. See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.				

STATEMENT OF INSURANCE		
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical \$ N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A
UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.		
You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.		
Buyer X		
Co-Buyer X	N/A	
Seller X		

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 4 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X N/A Co-Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X Co-Buyer Signs X N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 4 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X Co-Buyer X N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X Co-Buyer Signs X N/A

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$ 44699.00 (A)
1. Cash Price Vehicle	\$ 44699.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable) Describe N/A	\$ N/A
4. Other (Nontaxable) Describe N/A	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) N/A	\$ N/A (D1)
2. (paid to) N/A	\$ N/A (D2)
3. (paid to) N/A	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) N/A	\$ N/A (E1)
2. (paid to) N/A	\$ N/A (E2)
F. EV Charging Station (paid to) N/A	\$ N/A (F)
G. Sales Tax (on taxable items in A through F)	\$ 3470.76 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) AVRS	\$ 33.00 (H)
I. (Optional) Service Contract(s)	
1. (paid to) N/A	\$ N/A (I1)
2. (paid to) N/A	\$ N/A (I2)
3. (paid to) N/A	\$ N/A (I3)
4. (paid to) N/A	\$ N/A (I4)
5. (paid to) N/A	\$ N/A (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)	\$ N/A (J)
K. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)	\$ N/A (K)
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver	\$ N/A (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A (M)
N. Other paid to N/A For N/A	\$ N/A (N)
O. Other paid to N/A For N/A	\$ N/A (O)
Total Cash Price (A through O)	\$ 48287.76 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees ESTIMATED	\$ 291.00 (A)
B. Registration/Transfer/Titling Fees	\$ 318.00 (B)
C. California Tire Fees	\$ 8.75 (C)
D. Other N/A	\$ N/A (D)
Total Official Fees (A through D)	\$ 617.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)

\$ N/A (3)

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee

\$ N/A (4)

5. Subtotal (1 through 4)

\$ 48905.51 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s))	\$ N/A (A)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A	
B. Total Less Prior Credit or Lease Balance (e)	\$ N/A (B)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A	
C. Total Net Trade-In (A-B)	\$ N/A (C)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A	
D. Deferred Downpayment Payable to Seller	\$ N/A (D)
E. Manufacturer's Rebate	\$ N/A (E)
F. Other N/A	\$ N/A (F)
G. Other N/A	\$ N/A (G)
H. Other N/A	\$ N/A (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$ N/A (I)
Total Downpayment (C through I)	\$ 0.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ 48905.51 (7)

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Name of Agreement

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A

Term N/A Mos. or N/A Miles

I2 Company N/A

Term N/A Mos. or N/A Miles

I3 Company N/A

Term N/A Mos. or N/A Miles

I4 Company N/A

Term N/A Mos. or N/A Miles

I5 Company N/A

Term N/A Mos. or N/A Miles

Buyer X N/A

Trade-In Vehicle(s)

1. Vehicle 1

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property

Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0

for buyer/co-buyer to retain equity) \$ N/A

2. Vehicle 2

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property

Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0

for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property

Being Traded-In (1c+2c) \$ N/A *

Total Prior Credit or Lease

Balance (1d+2d) \$ N/A *

Total Net Trade-In (1e+2e) \$ N/A *

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A, Year N/A SELLER'S INITIALS N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X X N/A

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - The vehicle is lost, damaged, or destroyed; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. **SERVICING AND COLLECTION CONTACTS**
In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.
You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. **APPLICABLE LAW**
Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. **WARRANTIES OF BUYER**
You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. **NEGATIVE CREDIT REPORT NOTICE**
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location

where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.
If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.
If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.
If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X _____ Co-Buyer Signature X _____ N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ABOVE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X _____ Date 06/14/2023 Co-Buyer Signature X _____ N/A _____ Date N/A

Buyer Printed Name TIPTON ELEMENTARY SCHOOL DISTRICT Co-Buyer Printed Name _____ N/A _____

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name _____ Title _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ N/A _____ Address _____ N/A _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ N/A _____ Date _____ N/A _____ Guarantor X _____ N/A _____
 Address _____ N/A _____ Address _____ N/A _____

Seller Signs CARSON HONDA Date 06/14/2023 By X _____ Title MGR

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller CARSON HONDA

By X _____ Title MGR