

Tipton Elementary School District

AGENDA

REGULAR BOARD MEETING

Tuesday, August 7, 2018

7:00 p.m. District Conference 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. **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 Minutes of Regular Board Meeting – July 11, 2018

3.2 Agreement with TCOE for Scicon Day trip for 5th grade

3.3 Agreement with TCOE for Scicon Week trip for 6th grade

4. **ADMINISTRATIVE: Action items:**

4.1 Set date for Public Hearing Regarding Sufficiency of Instructional Material for the 2018-2019 School Year

4.2 Hearing and Public Comment Regarding the District's and California School Employee Association's Initial Proposals Regarding Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

4.3 Adoption of District's Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

4.4 Acknowledgement/Acceptance of the California School Employee Association's Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

4.5 Resolution Clarifying Withdrawal from the Tulare Area Schools Employee Benefit Authority – Resolution #2018-2019-05

4.6 Update District Authorized Signatures

5. **FINANCE: Action items:**

5.1 Vendor Payments

5.2 Budget Revisions

6. **INFORMATION: (Verbal Reports & Presentations)**

6.1 MOT--FOOD SERVICE—PROJECTS.
Multi-Purpose Building/ Phase 2 & 3

7. **Any Other Business-**

7.1 Public Review of Changes to Revenues and Expenditures to Reflect Budget Act –
Informational

8. **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.**

8.1 Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: Instructional Aide – (After School Program)

8.2 Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: Food Service Manager

8.3 Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: Transitional Kindergarten Teaching Position for 2018-2019

8.4 Government Code section 54957 Public Employee Discipline/Dismissal/Release

8.5 Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Jacob Munoz and Stacey Bettencourt
Employee Organization: CTA

8.6 Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Jacob Munoz and Stacey Bettencourt
Employee Organization: CSEA

8.7 Education Code section 35146
Student transfers, inter District request, etc

9. **Reconvene to open session**

10. **Report out from Closed Session**

11. **Adjournment**

The Board upon discussion and a vote of agreement, the Board may make any item an action item.

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 August 2, 2018

3. CONSENT CALENDAR: Action items:

3.1 Minutes of Regular Board Meeting – July 11, 2018

TIPTON ELEMENTARY SCHOOL DISTRICT
REGULAR BOARD MEETING
Minutes

Wednesday, July 11, 2018
7:00 PM District Conference Room

1. Call to order- Flag Salute

Board President Greg Rice, called the meeting to order at 7:00 p.m. and led the flag salute. Board Members Present: Shelley Heeger, Iva Sousa, John Cardoza and Greg Rice. Fernando Cunha was absent. Guests: Kathleen Rice, Fausto Martin and Jacob Munoz

2. Public Input:

2.1 Community Relations/Citizen Comments

None

2.2 Reports by Employee Units CTA/CSEA

None

3. Adjourn to Closed Session: 7:03 pm

4. Reconvene to open session 8:30 pm

5. Report out from Closed Session

3.1 Government Code section 54957 Public Employee Discipline/Dismissal/Release

Motion to accept the withdrawal of an appointment and offer of employment to Superintendent was made by Iva Sousa and second by John Cardoza.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

Motion to accept the withdrawal of an employment offer to a certificated employee was made by John Cardoza and second by Iva Sousa.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

**3.2 Government Code section 54957
Public Employee Appointment/Employment
Title: Superintendent/Principal**

Motion to appoint Stacey Bettencourt as Superintendent/Principal was made by Shelley Heeger and second by John Cardoza.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

- 3.3** Government Code section 54957
Public Employee Appointment/Employment
Title: Assistant Superintendent-Projects Director

Motion to appoint Jacob Munoz as Assistant Superintendent-Projects Director was made by Shelley Heeger and second by Iva Sousa.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

- 3.4** Government Code section 54957.6
Conference with Labor Negotiator
Name of Negotiator: Board President, Greg Rice
Unrepresented employee: Superintendent/Principal

Discussion only

- 3.5** Government Code section 54957.6
Conference with Labor Negotiator
Name of Negotiator: Board President, Greg Rice
Unrepresented employee: Assistant Superintendent –Projects Director

Discussion only

- 3.6** Government Code section 54957
Public Employee Appointment/Employment
Title: Kindergarten Teacher for the 2018-2019 school year

Motion to appoint Erin Ralls as a Kindergarten Teacher for the 2018-2019 school year was made by Iva Sousa and Second by John Cardoza.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

- 3.7** Education Code section 35146
Student transfers, inter District request, etc

Motion to approve student transfers and inter District requests was made by John Cardoza and second by Iva Sousa.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

6. CONSENT CALENDAR: Action items:

- 6.1 Minutes of Regular Board Meeting - June 5, 2018
- 6.2 Minutes of Special Board Meeting - June 12, 2018
- 6.3 Minutes of Regular Board Meeting - June 12, 2018
- 6.4 Board Resolution #2018-2019-01, Authorizing Inter-fund Loan for Cash Flow Purposes
- 6.5 Board Resolution #2018-2019-02, Authorization for County Superintendent of Schools to make yearend Budget Transfer
- 6.6 Board Resolution #2018-2019-03, Spending Determination for Funds Received from the Education Protection Account pursuant to Article XIII
- 6.7 Board Resolution #2018-2019-04, Authorizing Inter-fund Transfers In Accordance with the Budget
- 6.8 6th-8th Grade History/Social Science Curriculum Adoption Recommendation
- 6.9 Consolidated Application

Motion to approve the consent calendar was made by John Cardoza and second by Iva Sousa.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

7. ADMINISTRATIVE: Action items:

- 7.1 Approval of employment agreement with Superintendent/Principal

Mr. Greg Rice, Board President verbally summarized the compensation and fringe benefits provided in the proposed Employment Agreement with Superintendent/Principal, Stacey Bettencourt as follows:

- 1. The term is for one year from July 1, 2018 to June 30, 2019.
- 2. The Superintendent's annual base salary is \$130,000 for a monthly salary of approximately Ten Thousand, Eight Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$10,833.33), less applicable taxes and withholdings. The Superintendent shall receive an annual amount of \$1,000 if she is in possession of a Master's Degree and shall receive an annual amount of \$1,500 if she is in possession of a Doctoral Degree, to be paid in twelve month installments.
- 3. The Superintendent is entitled to receive the same health and welfare benefits as other certificated employees. This includes District contributions of One Thousand Four Hundred and One Dollars and Eighty Cents per month (\$1401.80/month) for a total of Sixteen Thousand, Eight Hundred and Twenty One Dollars and Sixty Cents a year (\$16,821.60/year).
- 4. The Superintendent will have a 212 work-day positive work year calendar. The Board may request the Superintendent to work up to ten (10) additional days at her daily rate of pay, \$613.21.
- 5. The Superintendent shall be allocated twelve (12) days of sick leave annually, earned at a rate of one day per month.
- 6. The Superintendent is provided with the ability to use tax deferral plans and post-retirement health and benefits on the same terms and conditions as those plans are made available to other District certificated employees.

7. The Superintendent shall be reimbursed for actual and necessary expenses incurred within the course and scope of employment, for the following: 1) in-state and out-of-state conference fees; 2) mileage reimbursement for all personal automobile travel at the IRS rate per mile, bridge tolls and parking fees; 3) air travel; 4) auto rentals, cab or shuttle fares for out-of-county travel; and, 5) per diem/meal expenses at the same rate provided to other District employees. Superintendent may seek approval from the Board for other expense reimbursement.
8. The Superintendent shall be provided with annual professional membership dues of the Association of California School Administrators (“ACSA”) or any single professional group which the Superintendent chooses in order to maintain and improve her professional skills.
9. In the event the Board decides to terminate the contract without cause, the District shall continue to pay the Superintendent her regular salary as Superintendent until the expiration of the Agreement and she shall return to her prior position as Principal for the remainder of the Agreement.

This concludes the summary of Superintendent/Principal, Stacey Bettencourt’s contract. At this time would anyone from the public like to make a comment? A complete copy of the contract is available on the table next to the door.

Is there a motion? Motion to approve employment agreement of Superintendent/Principal was made by Iva Sousa and second by John Cardoza.
Is there any discussion? No discussion

Motion to approve employment agreement of Superintendent/Principal was made by Iva Sousa and second by John Cardoza.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

7.2 Approval of employment agreement with Assistant Superintendent –Projects Director

Mr. Greg Rice, Board President verbally summarized the compensation and fringe benefits provided in the proposed Employment Agreement with Assistant Superintendent-Projects Director, Jacob Munoz as follows:

1. The term is for one year from July 1, 2018 to June 30, 2019.
2. The Assistant Superintendent’s annual base salary is \$118,000, for a monthly salary of approximately Nine Thousand, Eight Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$9,833.33), less applicable taxes and withholdings. The Assistant Superintendent shall receive an annual amount of \$1,000 if he is in possession of a Master’s Degree and shall receive an annual amount of \$1,500 if he is in possession of a Doctoral Degree, to be paid in twelve month installments.
3. The Assistant Superintendent is entitled to receive the same health and welfare benefits as other certificated employees. This includes District contributions of One Thousand Four Hundred and One Dollars and Eighty Cents per month (\$1401.80/month) for a total of Sixteen Thousand, Eight Hundred and Twenty One Dollars and Sixty Cents a year (\$16,821.60/year).

4. The Assistant Superintendent will have a 205 work-day positive work year calendar. The Board may request the Assistant Superintendent to work up to ten (10) additional days at his daily rate of pay, \$575.61.
5. The Assistant Superintendent shall be allocated twelve (12) days of sick leave annually, earned at a rate of one day per month.
6. The Assistant Superintendent is provided with the ability to use tax deferral plans and post-retirement health and benefits on the same terms and conditions as those plans are made available to other District certificated employees.
7. The Assistant Superintendent shall be reimbursed for actual and necessary expenses incurred within the course and scope of employment, for the following: 1) in-state and out-of-state conference fees; 2) mileage reimbursement for all personal automobile travel at the IRS rate per mile, bridge tolls and parking fees; 3) air travel; 4) auto rentals, cab or shuttle fares for out-of-county travel; and, 5) per diem/meal expenses at the same rate provided to other District employees. Assistant Superintendent may seek approval from the Board for other expense reimbursement.
8. The Assistant Superintendent shall be provided with annual professional membership dues of any single professional group which the Assistant Superintendent chooses in order to maintain and improve his professional skills, subject to the approval of the Board.
9. In the event the Board decides to terminate the contract without cause, the District shall continue to pay the Assistant Superintendent his regular salary as Assistant Superintendent until the expiration of the Agreement and Assistant Superintendent shall return to a vacant classroom position by which he is qualified based on the credentials he holds for the remainder of the Agreement.

This concludes the summary of Assistant Superintendent/ Projects Director, Jacob Munoz's contract. At this time would anyone from the public like to make a comment? A complete copy of the contract is available on the table next to the door.

Is there a motion? Motion to approve employment agreement of Assistant Superintendent-Projects Director was made by Iva Sousa and second by John Cardoza. Is there any discussion? No discussion

Motion to approve employment agreement of Assistant Superintendent-Projects Director was made by Iva Sousa and second by John Cardoza.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

7.3 Approval of Comprehensive School Safety Plan 2017-2018

Motion to approve Comprehensive School Safety Plan 2017-2018 was made by John Cardoza

and second by Shelley Heeger.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

8. FINANCE: Action items:

8.1 Vendor Payments

Motion to approve vendor payments was made by Shelley Heeger and second by John Cardoza.

Vote Yea 4/ No 0/ Abstain 0/ Absent 1

Yea – Shelley Heeger, Iva Sousa, John Cardoza, and Greg Rice

No - 0

Abstain - 0

Absent – Fernando Cunha

9. INFORMATION: (Verbal Reports & presentations)

9.1 MOT--FOOD SERVICE—PROJECTS

Multi-Purpose Building /Phase 2 & 3

Mrs. Stacey Bettencourt and Mr. Jacob Munoz updated the Board on the status of the Multipurpose Building.

9.2 Consideration and Public Notice of the California School Employees Association’s Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

No discussion

9.3 Consideration and Public Notice of the District’s Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

No discussion

10. Any Other Business

11. Adjournment 9:14 pm

Minutes approved August 7, 2018

Greg Rice, President

Iva Sousa, Clerk

Stacey Bettencourt, Secretary

3. CONSENT CALENDAR: Action items:

3.2 Agreement with TCOE for Scicon Day trip for 5th grade

SCICON DAY TRIP AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2018 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Tipton Elementary** referred to as DISTRICT, with reference to the following:

A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and

B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

ACCORDINGLY, IT IS AGREED:

1. **COST OF PROGRAM:** SCICON Day Trip Rate Schedule for the 2018-2019 school year.

Approximately 2 classes consisting of approximately 54 students
DISTRICT shall pay COUNTY SUPERINTENDENT the sum of One Hundred dollars (\$100.00) per class for each day of participation in the instructional Program to be conducted at SCICON as the DISTRICT. No cost will accrue if reserved dates are cancelled or changed at least three (3) weeks in advance, or bad weather forces cancellation or postponement.

DISTRICT shall make full payment on or before June 30, 2019.

2. **DISTRICT RESPONSIBILITIES:** DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Require that its students are equipped with suitable and necessary clothing and supplies while attending the Program as set forth in the materials provided to the teachers.

b. Provide meals for its students, or require them to provide their own meals, while attending the Program.

3. **COUNTY SUPERINTENDENT RESPONSIBILITIES:** COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.

Tipton Elementary SCHOOL DISTRICT

Date:

8/1/18

By:

Stacy Bettencourt

Title:

Superintendent/Principal

COUNTY SUPERINTENDENT

Date: July 1, 2018

By:

Jim Vidak

Jim Vidak, Tulare County Superintendent of Schools or Designee

3. CONSENT CALENDAR: Action items:

3.3 Agreement with TCOE for Scicon Week trip for 6th grade

SCICON WEEK TRIP AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2018 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Tipton Elementary School District**, referred to as DISTRICT, with reference to the following:

A. Education Code § 8765 authorizes the COUNTY SUPERINTENDENT to enter into an agreement with the governing board of any school district to provide programs and classes in outdoor science education and conservation education; and

B. The DISTRICT desires to have the COUNTY SUPERINTENDENT provide a program in outdoor science education and conservation education for the DISTRICT at SCICON (The Clemmie Gill School of Outdoor Science and Conservation), referred to as the Program.

ACCORDINGLY, IT IS AGREED:

1. COST OF PROGRAM:

SCICON Week Trip Rate Schedule for the 2018-2019 school year:

\$ 50.00	Per Teacher/Aide Rate	DISTRICT shall make full payment on or before June 30, 2019.
\$ 25.00	Per High School Student Counselor Rate	
Per Student Rate:		
Five (5)-day week	\$ 235.99	Approximately <u> 0 </u> students (projected count)
Four (4)-day week	\$ 200.04	Approximately <u> 50 </u> students (projected count)
DISTRICT shall pay the per-student rates based on the greater of:		
a. 97% of the estimated number of students projected in May of the prior school year, or		
b. the actual number of students in attendance.		

2. DISTRICT RESPONSIBILITIES: DISTRICT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

- a. Require its teaching and counseling staff to cooperate with the COUNTY SUPERINTENDENT'S staff in necessary preplanning and post SCICON trip follow-up to ensure carrying out of the objectives of the Program.
- b. Require that its students are equipped with suitable and necessary bedding, clothing, and supplies while attending the Program as set forth in the materials provided in the teacher's packet.
- c. Furnish high school student counselors at the Program at a minimum ratio of one (1) counselor to every eight (8) students (1:8), in addition to the classroom teacher. (Counselor shortage will result in teacher responsibility for cabins.)
- d. Notify the COUNTY SUPERINTENDENT of the number of students to attend SCICON three (3) weeks before the scheduled date of attendance.

3. COUNTY SUPERINTENDENT RESPONSIBILITIES: COUNTY SUPERINTENDENT shall be responsible for all items listed on the reverse side of this Agreement as well as the following:

- a. Provide basic first aid supplies for students and other personnel of the DISTRICT during the periods they are attending the Program.
- b. Provide complete food services for students and staff during the periods they are attending the Program (Monday through Friday).
- c. Provide a teacher's packet for each teacher prior to visitation. The packet will include instructions, maps, schedules, registration forms, clothing and equipment lists, etc.

Tipton Elementary SCHOOL DISTRICT

COUNTY SUPERINTENDENT

Date: 8/1/18

Date: July 1, 2018

By: *Stacey Bettencourt*

By: *Jim Vidak*

Title: Superintendent / Principal

Jim Vidak, Tulare County Superintendent of Schools or Designee

4. ADMINISTRATIVE: Action items:

- 4.1** Set date for Public Hearing Regarding Sufficiency of Instructional Material for the 2018-2019 School Year

Tulare County Office of Education

Committed to Students, Support and Service

Jim Vidak
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) 733-6328
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

July 25, 2018

TO: District Superintendents and Business Managers

FROM: Craig Wheaton, Ed.D., Deputy Superintendent
Administrative Services 

RE: INSTRUCTIONAL MATERIALS FUND
FISCAL YEAR 2018-2019

Education Code section 60119 requires that each district hold a public hearing to determine whether or not the students at each school in the district have adequate textbooks and instructional materials as a condition of funding eligibility. **The public hearing shall take place on or before the end of the eighth week from the first day pupils attend school each year. The governing board must provide 10 days notice of the public hearing by posting a notice in three public places in the district,** listing time, place (address and room #/location), and purpose of the hearing. After the public hearing, the district must adopt a resolution stating the determination.

The enclosed sample notice and resolution have been revised to reflect current statutory requirements and dates. The resolution is also available on our website:
<http://business-services.tcoe.org/administrative-services/administrative-documents/administrative-forms>

The following samples are enclosed:

- Notice of Public Hearing
- Resolution for use when the governing board determines pupils have *sufficient* textbooks and instructional materials

**Please send a copy of the completed resolutions (by September 28, 2018) to:
Shelly DiCenzo, Administrative Services
Tulare County Office of Education
PO Box 5091
Visalia CA 93278-5091**

If you have any questions or need a resolution for an insufficient determination, please call me at 559-733-6474.

CW/sd
Enclosures

4. ADMINISTRATIVE: Action items:

- 4.3** Adoption of District's Initial Proposal to California School Employees Association Regarding Classified Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

TIPTON ELEMENTARY SCHOOL DISTRICT

Sunshine Proposal for Contract Negotiations with

California School Employees Association

Public school employers and their exclusive representatives are required to present proposals which relate to matters within the scope of representation at a school board meeting prior to commencing negotiations.

The Board of Trustees of the Tipton Elementary School District (“District”) values the collaborative spirit through which collective bargaining is accomplished between the District and the California School Employees Association (“Association”). The District will approach the coming negotiations with the Association with an intent to negotiate mutually agreeable contract terms that address its employees’ interests and concerns when aligned with the seven Board and Local Control and Accountability Plan (“LCAP”) goals:

- Goal 1: Improve Student Achievement in English Language Arts
- Goal 2: Improve Student Achievement in Math
- Goal 3: Increase Academic Achievement for all EL students
- Goal 4: Improve Pupil Attendance and Truancy Rates
- Goal 5: Improve Participation and Increase Learning Opportunities for Parents
- Goal 6: To Provide and Equip a Multipurpose Room to Assist with the Implementation of a Broad Range of Study, Increase Pupil Achievement, and Help Facilitate Parental Involvement.
- Goal 7: Maintain Class Sizes of 24:1 or Less Across Grades TK-8

The current collective bargaining agreement (“CBA”) is in effect from July 1, 2015, up to and including June 30, 2018. Although the entire CBA is open, and the District reserves the right to discuss other provisions within the CBA in response to the Association’s proposals over the course of negotiations, the District’s interest is to focus negotiations on the following articles:

THE DISTRICT’S INITIAL PROPOSAL

- Article 7: Wages
- Article 8: Health Benefits

The District is interested in negotiating a three-year contract for the period of July 1, 2018 to June 30, 2021, with negotiations for 2019-2020 and 2020-2021 entailing negotiating salary, health and welfare benefits and one (1) article for each party.

The District desires to engage in good faith, principled negotiations with the Association to reach consensus on all negotiable items.

4. ADMINISTRATIVE: Action items:

- 4.4** Acknowledgement/Acceptance of the California School Employee Association's Initial Proposal to the District Regarding Classified Collective Bargaining Agreement Negotiations, for the 2018-2019 School Year

INITIAL PROPOSAL for a
SUCCESSOR AGREEMENT to
TIPTON ELEMENETARY SCHOOL DISTRICT from
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And It's TIPTON CHAPTER No. 765
2018-2021

ARTICLE 4 – EMPLOYEE RIGHTS

4.2 Personnel Files – The personnel file of each employee shall be maintained at the District's Classified Personnel Office.

Modify and add language.

ARTICLE 6 – HOURS AND OVERTIME

6.1 Work Week:

Summer Schedule – The District will implement a ten (10) hour workday for four (4) days a week for all classified employees.

The modified work week will begin the Monday following the last day of school, based on the Board approved school calendar, through the week of July. The week of the 4th of July Holiday will consist of five (5) – eight (8) hour work days.

Employees are entitled up to three (3) rest periods as scheduled by their supervisor.

6.6 Distribution of Overtime – Overtime shall be distributed and rotated equally; non-mandatory overtime shall not be counted in the distribution. A record of all overtime and extra time worked by employees shall be available for review.

6.7 Call-Back Time – Any called back time shall first be distributed to permanent employees and rotated equally.

6.8 Summer and Non-Duty Work – Unit members will be paid at the end of the summer school assignment.

Add **6.10 Adjustment of Assigned Time:** Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

ARTICLE 7 – WAGES

CSEA seeks a fair and equitable salary increase.

ARTICLE 8 - HEALTH BENEFITS

The District shall provide for the full increase cost of Health and Welfare benefits for all eligible employees and their dependents.

ARTICLE 11 – VACATION

11.1.2 Accruals – Modify and add language.

11.6 Vacation Scheduling – Modify and add language.

ARTICLE 12 – LEAVES

12.12 Personal Leave:

Advance written permission shall be secured for the use of personal necessity leave at least two (2) days prior to the days upon which the employee is to be absent, unless the nature of the emergency prevents such notice. Employee shall reference the specific article number when requesting such leave.

ARTICLE 20: TERM OF AGREEMENT

20.1 Modify and add language.

All Other Articles not specifically listed shall remain status quo.

4. ADMINISTRATIVE: Action items:

- 4.5** Resolution Clarifying Withdrawal from the Tulare Area Schools Employee Benefit Authority – Resolution #2018-2019-05

**BEFORE THE BOARD OF TRUSTEES
OF THE TIPTON ELEMENTARY SCHOOL DISTRICT
TULARE COUNTY, CALIFORNIA**

RESOLUTION NO. 2018-2019-05

**RESOLUTION CLARIFYING WITHDRAWAL FROM THE TULARE AREA
SCHOOLS EMPLOYEE BENEFIT AUTHORITY**

WHEREAS, on or about June 13, 1984, the Tipton Elementary School District (“District”), along with other Tulare County school districts, entered into Joint Powers Agreement (“Agreement”), attached hereto as Exhibit A and incorporated herein by this reference, establishing the Tulare Area Schools Employee Benefit Authority (“TASEBA”) pursuant to the provisions of California Government Code sections 6500 et seq.; and

WHEREAS, TASEBA adopted bylaws (“Bylaws”), attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, at the June 18, 2013 meeting of TASEBA Board of Directors, TASEBA Board of Directors voted 13-2 to disband TASEBA effective September 30, 2013; and

WHEREAS, the District, through its representative’s vote to disband TASEBA, provided the required notice and withdrew the District’s membership in TASEBA and ceased providing any further annual contributions after that date; and

WHEREAS, as of that date, District understands that TASEBA disbanded effective September 30, 2013 and, as a result, TASEBA no longer has any members, and has not received any member annual contributions to TASEBA since being disbanded.

NOW, THEREFORE, the Board of Trustees of the Tipton Elementary School District of Tulare County, State of California, hereby finds, determines and orders as follows:

1. The recitals above are true and correct.
2. The District reaffirms its withdrawal from TASEBA effective September 30, 2013.
3. The District’s Superintendent, or designee, is authorized and directed to take any action on behalf of the District necessary to effect the purposes of this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Tipton Elementary School District at its regular meeting held on August 7, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: August 7, 2018

President of the Board of Trustees

CERTIFIED AS TRUE AND CORRECT COPY:

Clerk of the Board

EXHIBIT A
JOINT POWERS AGREEMENT

JOINT POWERS AGREEMENT

FOR THE CREATION AND MAINTENANCE
OF THE TULARE AREA SCHOOLS
EMPLOYEE BENEFIT AUTHORITY

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JOINT POWERS AGREEMENT

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EXHIBIT A

Preamble

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1 JOINT POWERS AGREEMENT

2
3 THIS AGREEMENT, entered into this 13th day of June , 1984,
4 between the public educational agencies of Tulare County signatory
5 hereto and referred to hereinafter as the "Members";

6 W I T N E S S E T H:

7 WHEREAS, the Members are public educational agencies located
8 in the County of Tulare, State of California, who desire to provide
9 health and welfare benefits to their officers, employees, and
10 retired employees (hereinafter referred to as "beneficiaries")
11 through a joint powers authority pursuant to Sections 6500 et. seq.
12 and Section 53205.3 of the Government Code of the State of
13 California;

14 NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO
15 BE DERIVED THEREFROM AND THE MUTUAL EXECUTION OF THIS AGREEMENT BY
16 THE MEMBERS, EACH MEMBER DOES HEREBY AGREE as follows:

17 1. CREATION OF THE JOINT POWERS AUTHORITY

18 A Joint Powers Entity, separate and distinct from the
19 Members signatory hereto, is hereby created and shall be known as
20 the TULARE AREA SCHOOLS EMPLOYEE BENEFIT AUTHORITY.

21 2. PURPOSE

22 The purpose of this Agreement is to create and provide
23 for the maintenance and operation of a joint powers entity through
24 which the Members may provide health and welfare benefits to their
25 beneficiaries at the lower per capita costs associated with a larger
26 total pool of beneficiaries than possessed by any individual
27 Member.

28 ///

1 3. DEFINITIONS

2 Unless the context otherwise requires, the terms used
3 herein shall have the following meanings:

4 (a) "Authority" shall mean the Tulare Area Schools
5 Employee Benefit Authority created by this Agreement.

6 (b) "Beneficiaries" shall mean the officers,
7 employees, and retired employees of a Member for whom the Member has
8 agreed to provide health and welfare benefits.

9 (c) "Benefits Fund" shall mean that fund of the
10 Authority composed of all contributions other than an amount
11 annually set aside by the Board of Directors to pay administrative
12 expenses of the Authority.

13 (d) "Board of Directors" shall mean the governing
14 board of the Authority established by the Bylaws to direct and
15 control the Authority.

16 (e) "Claims Adjuster" shall mean the individual or
17 business entity engaged by the Board of Directors for the purpose of
18 determining actual benefits payable out of the Benefits Fund.

19 (f) "Contribution" shall mean money, including but
20 not limited to deposit premiums and special assessments, paid by a
21 Member to the Authority in return for the handling of health and
22 welfare benefit payments to the Member's beneficiaries.

23 (g) "Employee" shall have the same meaning as
24 provided by Division 3, Part 1, Chapter 1, Article 2 (Section 3350
25 et. seq.) of the California Labor Code, as may be amended.

26 (h) "Health and Welfare Benefit" shall include any
27 one or more of the following as designated by the Board of Directors
28 and the governing board of each Member for that Member's

1 beneficiaries: hospital, medical, surgical, dental, vision,
2 disability, life insurance, legal expense, and income protection
3 benefits, whether provided by the Authority on a group insurance or
4 self-insurance basis.

5 (i) "Member" shall mean any individual public
6 educational entity which belongs to the Authority by virtue of being
7 a signatory party to this Agreement.

8 (j) "Officer" shall mean any elected official of a
9 Member, including trustees of the governing board of the Member.

10 (k) "Public Educational Agency" shall mean any school
11 district, community college district, regional occupational center
12 or program, or county board of education or superintendent of
13 schools.

14 (l) "Reserves" shall mean that part of a Member's
15 contributions which are held by the Authority in the Benefits Fund
16 to secure future benefits payments which have accrued but have not
17 yet been paid to the beneficiaries of that Member.

18 (m) "Run-off" shall mean benefit obligations of a
19 Member which have not been submitted, processed, or paid during the
20 Member's fiscal year when such benefits were incurred and which
21 remain a liability of the Authority.

22 (n) "Self-insurance" shall mean setting aside assets
23 in the Benefits fund for direct payment of benefits not covered by
24 insurance.

25 (o) "Service Company" shall mean the person or
26 business entity engaged by the Board of Directors to assist the
27 Board in the management of the funds of the insurance program of the
28 Authority and may be, but need not be, the same person or entity as

1 the Claims Adjustor.

2 4. FUNCTIONS OF THE AUTHORITY

3 It shall be the function of the Authority to
4 administer this Agreement, and in furtherance of that objective to
5 do the following:

6 (a) Obtain group insurance and/or establish
7 self-insurance reserves for the beneficiaries at the lowest
8 reasonable cost based upon the total pool of the beneficiaries of
9 all of the Members. Such coverage shall be maintained at levels
10 adequate to pay promptly all authorized benefit obligations incurred
11 by a Member during the Member's term of membership in the
12 Authority. The Authority shall not be responsible for benefit
13 obligations accruing and payable before or after such term of
14 membership.

15 (b) Process, investigate (for self-insurance), and
16 approve, pay (for self-insurance), or deny all claims for health and
17 welfare benefits submitted by the beneficiaries of the Members of
18 the Authority.

19 (c) Pursue or authorize an insurance company to
20 pursue any Member's right of subrogation against a third party for
21 recovery of benefits paid whenever the Board of Directors in its
22 discretion feels such action is appropriate. Any proceeds resulting
23 from the assertion of subrogation rights for benefits paid through
24 self-insurance shall be credited against contributions otherwise
25 owing by the Member originally having the right of subrogation.

26 (d) Invest surplus reserve funds, in the discretion
27 of the Board of Directors, in such a manner as will allow for
28 reasonably prompt liquidity when such reserves are needed for

1 payment of benefits.

2 (e) Provide a forum for discussion, study,
3 development, and implementation of recommendations of mutual
4 interest to the Members regarding programs of insurance and
5 self-insurance for health and welfare benefits.

6 (f) Perform such other functions as may be necessary
7 or appropriate to carry out this Agreement, so long as such other
8 functions are not prohibited by any provision of law.

9 5. POWERS OF THE AUTHORITY

10 The Authority shall have the right to exercise any
11 power common to the Members, provided that the same are in
12 furtherance of the purpose and functions of this Agreement as herein
13 set forth. Such exercise shall be subject to any restrictions
14 placed by law upon the exercise of said powers by any individual
15 Member. The powers of the Authority shall include, but not be
16 limited to, the power to do the following:

17 (a) Enter into contracts.

18 (b) Acquire, hold, and dispose of property, real and
19 personal.

20 (c) Incur debts, liabilities, and obligations.

21 (d) Receive gifts, contributions, and donations of
22 property, funds, services, and other forms of assistance from
23 persons, firms, corporations, associations, and any governmental
24 agency.

25 (e) Sue and be sued in the name of the Authority.

26 6. TERM OF THE AGREEMENT

27 This Agreement shall become effective on June 13, 1984 ,
28 and shall continue in effect until lawfully terminated as provided

1 herein and by the Bylaws. In the event of a reorganization of one
2 or more of the Members, the successor or successors in interest to
3 the obligations of any such reorganized Member may be substituted as
4 a party or parties to this Agreement without the consent of the
5 other Members of the Authority.

6 7. BYLAWS

7 (a) The Authority shall be governed pursuant to
8 Bylaws, a copy of which is attached hereto as Exhibit "A" and
9 incorporated by reference herein, and by such amendments as from
10 time to time may be adopted. Each Member hereby agrees to comply
11 with and be bound by the provisions of said Bylaws.

12 (b) Procedures for amending the Bylaws shall be as
13 provided in the Bylaws so long as not inconsistent with this
14 Agreement. To be effective, an amendment must be approved by
15 two-thirds (2/3) of the members of the Board of Directors. The
16 effective date of any amendment shall be on the 1st day following
17 adoption, unless otherwise stated.

18 8. MEMBERSHIP IN THE AUTHORITY

19 (a) Each party to this Agreement must be eligible for
20 membership in the Authority as defined in the Bylaws. Except as
21 provided below, each such eligible party shall become a Member of
22 the Authority on the effective date of this Agreement. Each Member
23 shall be entitled to the rights and privileges of, and subject to
24 the obligations of, membership as provided in this Agreement and in
25 the Bylaws.

26 (b) Upon the written approval of two-thirds (2/3) of
27 the Members of the Authority, any public educational agency that is
28 not a party hereto but that, desires to join the Authority after the

1 effective date of this Agreement may become a Member of the
2 Authority by executing a copy of this Agreement and agreeing to
3 comply with the terms of this Agreement and the Bylaws as they exist
4 at the time of such execution. Such membership shall be effective
5 only from the date of said execution and the Authority shall not be
6 responsible for any health and welfare benefit obligations of the
7 new Member accruing prior to that date.

8 9. WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

9 (a) Any Member which has belonged to the Authority
10 for three (3) complete consecutive years may voluntarily rescind
11 this Agreement as it affects that Member and withdraw from
12 membership in the Authority. Such withdrawal of membership and
13 rescission of the Agreement shall become effective subject to the
14 conditions and in the manner set forth in the Bylaws.

15 (b) A Member may be involuntarily terminated from the
16 Authority upon a unanimous vote of the members of the Board of
17 Directors representing all of the remaining Members for the reasons
18 and in the manner provided in the Bylaws. Such removal from
19 membership in the Authority shall operate to terminate the Agreement
20 as to the Member terminated.

21 10. TERMINATION OF THE AGREEMENT

22 If enough Members withdraw from membership in the
23 Authority or are involuntarily terminated from membership such that
24 the total annual contributions for all remaining Members for the
25 next fiscal year will be \$ 500,000 or less, this Agreement shall
26 automatically terminate effective the next September 30th at 12:00
27 a.m.; provided, however, that the Authority and this Agreement
28 shall continue to exist thereafter for the sole purpose of disposing

1 of all claims, distributing all remaining assets, and carrying on
2 any other functions necessary to wind up the affairs of the
3 Authority.

4 11. DISPOSITION OF PROPERTY AND FUNDS

5 (a) In the event of the dissolution of the Authority,
6 or the complete rescission or other final termination of this
7 Agreement by all Members then parties thereto, any property interest
8 remaining following a discharge of all obligations shall be disposed
9 of as provided in the Bylaws.

10 (b) In the event a Member withdraws from this
11 Agreement, any property interest of that Member remaining in the
12 Authority following discharge of all obligations attributable to
13 that Member and its officers and employees shall be disposed of as
14 provided in the Bylaws.

15 (c) "Obligations", as referred to herein, shall
16 include, but not be limited to, all payments required by law,
17 together with all reserves which have established for the purpose of
18 paying claims together with any other legal obligations incurred by
19 the Authority pursuant to this Agreement.

20 12. AMENDMENT OF AGREEMENT

21 This Agreement may be amended only by mutual consent
22 of all Members in writing; provided that if two-thirds (2/3) of the
23 Members agree in writing to an amendment, the other Members shall
24 also consent to said amendment.

25 13. SEVERABILITY

26 Should any portion, term, condition, or provision of
27 this Agreement be decided by a court of competent jurisdiction to be
28 illegal or in conflict with any law of the State of California, or

1 be otherwise rendered unenforceable or ineffectual, the validity of
2 the remaining portions, terms, conditions, and provisions shall not
3 be affected thereby.

4 14. LIABILITY

5 (a) Pursuant to the provisions of Sections 895, et
6 seq., of the California Government Code, the Members are jointly and
7 severally liable for any liability otherwise imposed by law upon any
8 one of the Members or upon the Authority for any injury caused by a
9 negligent or wrongful act or omission occurring in the performance
10 of this Agreement. If a Member is held liable upon any judgment for
11 damages caused by such an act or omission in excess of its pro rata
12 share, such Member is entitled to contribution from each of the
13 other Members. A Member's pro rata share shall be determined in the
14 same manner as for the disposition of property and funds as provided
15 in the Agreement and Bylaws.

16 (b) The Authority may insure itself and the
17 representatives and alternates appointed to the Board of Directors,
18 to the extent deemed necessary by the Board of Directors, against
19 loss, liability, and claims arising out of or connected with this
20 Agreement and the cost of such insurance shall be a valid charge on
21 a pro rata basis against the Members.

22 15. ENFORCEMENT OF THE AGREEMENT

23 The Authority is hereby given the authority to enforce
24 this Agreement. In the event suit is brought upon this Agreement by
25 the Authority and judgment is recovered against a Member, the Member
26 shall pay all costs incurred by the Authority, including reasonable
27 attorney's fees as fixed by the court.

28 IN WITNESS WHEREOF, the parties hereto have caused this
Agreement to be executed by their duly authorized officers as set

1 forth hereinbelow.

2

3 TULARE UNION HIGH
4 SCHOOL DISTRICT

TULARE ELEMENTARY
SCHOOL DISTRICT

5 By: _____
6 Chairman of the Tulare
7 Union High School Board
8 Date: _____

By: _____
Chairman of the Tulare
Elementary School Board
Date: _____

8 WAUKENA ELEMENTARY
9 SCHOOL DISTRICT

BUENA VISTA ELEMENTARY
SCHOOL DISTRICT

10 By: _____
11 Chairman of the Waukena
12 Elementary School Board
13 Date: _____

By: _____
Chairman of the Buena Vista
Elementary School Board
Date: _____

13 PALO VERDE ELEMENTARY
14 SCHOOL DISTRICT

OAK VALLEY ELEMENTARY
SCHOOL DISTRICT

15 By: _____
16 Chairman of the Palo Verde
17 Elementary School Board
18 Date: _____

By: _____
Chairman of the Oak Valley
Elementary School Board
Date: _____

18 TIPTON ELEMENTARY
19 SCHOOL DISTRICT

SUNDALE ELEMENTARY
SCHOOL DISTRICT

20 By: _____
21 Chairman of the Tipton
22 Elementary School Board
23 Date: _____

By: _____
Chairman of the Sundale
Elementary School Board
Date: _____

23 TULARE COUNTY ORGANIZATION
24 FOR VOCATIONAL EDUCATION

25 By: _____
26 Date: _____

28

EXHIBIT B
TASEBA ADOPTED BYLAWS

**BYLAWS
TULARE AREA SCHOOLS
EMPLOYEE BENEFIT AUTHORITY (TASEBA)
PREAMBLE**

The Tulare Area Schools Employee Benefit Authority (TASEBA), (hereinafter referred to as the "Authority") is established for the purpose of establishing, operating, and maintaining a pooled insurance and/ or self-insurance program of health and welfare benefits for the employees and retired employees of the public educational agencies who are Members of the Authority.

**Article I
Functions**

The functions of the Authority are limited to those set forth in paragraph 4 of the Joint Powers Agreement creating the Authority, hereinafter referred to as the "JPA".

**Article II
Membership**

To be eligible for membership in the Authority, a prospective Member must be a public educational agency as defined in subdivision (K) of paragraph 3 of the JPA. Any such entity not a party to the JPA at the time of its initial execution may apply for membership in writing directed to the Board of Directors. Any such application shall be considered at the next regular meeting of the Board of Directors. Approval of membership for any such entity shall be in the manner specified in Paragraph 8 of the JPA.

**Article III
Board of Directors**

- A. A Board of Directors is hereby established to direct and control the Authority.
- B. Each member of the Authority shall be entitled to appoint to the Board of Directors representatives based on the number of employees as follows:

001-299 employees	one representative and one alternate
300-399 employees	three representatives and three alternates
400-599 employees	five representatives and five alternates
600 + employees	six representatives and six alternates

All appointments shall be made in writing. All representatives and alternates must be employees of the appointing members, and each shall be entitled to attend all meetings of the Board of Directors. The representatives may invite members of

their appointing Members' staffs or consultants to attend meetings of the Board of Directors in an advisory capacity only.

- C. Each representative shall have one vote, which may be cast only when the representative is in physical attendance. In the absence of the representative, the alternate shall, if physically present, have the right to vote. No proxy or absentee vote shall be permitted. Except as otherwise provided in these bylaws, a vote of the majority of the representatives present at a meeting shall be sufficient to take action provided that a quorum is present.
- D. The Board of Directors may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least one regular meeting each quarter. The date, time, and place for each such regular meeting shall be fixed by resolution of the Board of Directors, which resolution shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Board of Directors and which shall also be filed with each Member of the Authority. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Section 54950, et seq.), of the California Government Code as said Chapter may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. Except as provided or permitted by law, all meetings of the Board of Directors shall be open and public. The Board of Directors shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of the Authority true and correct copies of the minutes of such meetings.
- E. The Board of Directors, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate the president of the authority as the officer for the purpose of receiving service on behalf of the Board of Directors. The Board of Directors shall comply with the provisions of Section 35140 and 11343.1 of the Government Code requiring the filing of a statement with the secretary of the State and with the County Clerk.
- F. The Board of Directors may appoint and dissolve working committees from its active membership or by contracting for services of others in keeping with the JPA.
- G. The Board of Directors shall determine Member contributions and the method by which contributions will be paid to the fund. The Board of Directors shall also provide for additional assessments during the year, if necessary or appropriate, to allow for increased costs and expenses as such may occur. The Board of Directors shall insure that a complete and accurate system of accounting of the funds recovered shall be maintained at all times consistent with established auditing standards and accounting procedures. The Board of Directors shall determine the

manner in which benefit claims shall be processed. Such processing shall conform to all provisions of law now in effect and later enacted.

Article IV Rules of the Board of Directors

- A. The Board of Directors may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, these Bylaws, or the JPA.
- B. A quorum for the transaction of business by the Board of Directors shall consist of a majority of the actually appointed representatives of the Members.
- C. No one serving on the Board of Directors shall receive any salary or compensation from the Authority.

Article V Officers

- A. The officers of the Authority and the Board of Directors shall be elected by the Board of Directors. The principal officers shall be a President, a Vice President, and a Secretary/ Treasurer and shall each serve a term of office as may be established by the Board of Directors in its rules. Any person elected or appointed as an officer may be removed at anytime, with or without cause, and all vacancies however arising may be filled at any time by the affirmative vote of a majority of the Board of Directors.
- B. The President shall be the chief executive officer and shall exercise general supervision over the business of the Authority, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall be a member of all committees appointed by the Board of directors. The President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors.
- C. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.
- D. The Secretary/ Treasurer shall attend all meetings of the Board of Directors and record all votes and minutes of all proceedings in a book to be kept for that purpose. He/ She shall give, or cause to be given, notice of all

meetings of the Board of Directors when notice is required by these Bylaws. He/ She shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or the President. The Secretary / Treasurer shall be the chief financial officer of the authority and shall perform the duties described in Section 14506 of the California Government Code as follows:

1. Receive and give receipt for all money of the Authority and place it in the Authorities Treasury to the credit of the Authority.
2. Be responsible for the safekeeping and disbursement of all money of the Authority held by the Authority.
3. Pay, when due, out of the Authority so held by the Authority all sums payable by the Authority only upon warrants authorized by the Authority and drawn by the Secretary/ Treasurer or his authorized representative.
4. Verify and report in writing at the periodic meetings of the Board of Directors and to the members of the Authority the amount of money being held for the Authority, the amount of receipts since the last report, and the amount paid since the last report.

The Secretary/Treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or the President.

Article VI Administration

- A. The Board of Directors shall administer the Authority.
- B. The Board of Directors shall have the authority to carry out all functions of the Authority, including but not limited to: making and entering into contracts; employing agents and employees; acquiring, holding, and disposing of personal property; incurring debts, liabilities, or obligations necessary for the accomplishment of the Authority; receiving, accepting and expending or disbursing funds by contract or otherwise, for the purposes consistent with the provisions hereof; and maintaining at all times a complete and accurate system of accounting for said funds.
- C. The Board of directors shall have the power and authority to receive, accept and utilize the services of personnel offered by any of the parties to this Agreement, or their representatives or agents; to receive, accept and utilize property, real or personal, contributed by the parties to this Agreement, or their agents or representatives; and to receive, accept, expend and disburse

funds by contract or otherwise, for purposes consistent with the provisions of this Agreement, which funds may be provided by any of the parties to this Agreement, or their agents or representatives.

- D. The Board of Directors shall provide, or cause to be provided, each Member with an annual report of the financial condition of the Authority.
- E. The Board of Directors shall annually, on or before October 1st, adopt a budget showing each of the purposes for which the Authority will need money and the estimated amount of money that will be needed for each purpose for the ensuing fiscal year. A copy of the budget shall be transmitted to each of the participating Members.

Article VII Finance

- A. The authority shall operate on a fiscal year from October 1st to September 30th.
- B. Each member shall contribute funds as established annually by the Board of Directors for the purpose of paying health and welfare benefit insurance premiums, funding the health and welfare benefit self-insurance reserves, and providing for the administrative costs of both the insurance and self-insurance programs. Each member shall pay its contribution to the Authority at the times established by the Board of Directors. A members contributions shall be proportion to the number of its full time, part time, and retired employees and the type of benefits adopted by the governing board of the Member for such employees.

Article VIII Accounts and Records

- A. The Secretary/ Treasurer of the Tulare Area Schools Employee Benefit Authority (TASEBA) is the designated depository of the Authority.
- B. The Authority is strictly accountable for all funds received and dispersed by it and, to that end, the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of law or any resolution of the Authority. Books and records of the Authority in the hands of the Secretary/ Treasurer shall be open to inspection at all reasonable times by representatives of the Members. The Authority, as soon as practical after the close of each fiscal year, shall give or cause to be given, a complete written report of all financial activities for such fiscal year to each representative and alternate appointed to the Board of Directors and to the Chief Administrative Officer of each Member of the Authority.

- C. The Board of Directors shall make, or contract with a Certified Public Accountant to make, an annual audit of the accounts, records, and financial affairs of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for Special Districts under Section 14501 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members of the Authority, and also with the Auditor- Controller/ Third Party Administrator of the JPA. Such reports shall be filed within twelve (12) months of the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employments of, Certified Public Accountant in making the audit(s) provided for herein, shall be borne by the Members of the Authority on a pro rata basis, as provided in Article VII, Paragraph of these Bylaws.
- D. The Auditor-Controller/ Third Party Administrator of the JPA, shall draw warrants to pay demands against the Authority when such demands have been duly approved by the Board of Directors and the Secretary/ Treasurer.

Article IX Risk Management

The Board of Directors of the Authority shall develop suggested guidelines of risk management practices. Each of the Members hereby agrees to consider the implementation in its agency of these guidelines.

Article X Withdrawal From or Termination of Membership

- A. Any Member who has completed three complete consecutive years as a Member of the Authority may withdraw from its status as a Member and party to the JPA at the end of any fiscal year thereafter by notifying the Board of Directors of the Authority in writing prior to December 31st of that fiscal year.
- B. Upon the withdrawal of any member, the Board of Directors shall establish a reserve account for each benefit claim pending against the withdrawing Member in an amount to be determined by the Board of Directors.
- C. The withdrawing Member shall continue to be responsible for the amount of any costs, liabilities, assessments or contingencies required because of claim against the withdrawing Member which exceed the amount set aside in the reserve accounts established pursuant to subparagraph B of this Article.

- D. A member may be involuntarily terminated from the Authority upon a unanimous vote of all the remaining Members of the Board of Directors. Involuntary termination shall have the effect of eliminating the party as a signatory of the JPA and as a member of the Authority, effective at the end of the fiscal year in which the action is taken or upon such other date as the Board of Directors may specify. Should a Member be involuntarily terminated, reserve accounts shall be established pursuant to subparagraph B of this Article as though the Member were voluntarily withdrawing and the Member shall continue to be responsible for the amount of any costs, liabilities, assessments or contingencies which exceed the amount set aside in the reserve accounts. Grounds for involuntary termination include, but are not limited to, the following:
1. Failure or refusal of a member to abide by an amendment to the bylaws which has been adopted by the Board of Directors or by the Members of the Authority as provided in the JPA or these Bylaws.
 2. Failure or refusal to pay contributions or assessments to the Authority as provided in the JPA or Bylaws.

Article XI

Disposition of Property and Funds

- A. In the event of the dissolution of the Authority, the complete recession, or other final termination of the JPA by all Members party to the JPA, any property interest remaining in the Authority following a discharge of all obligations shall be disposed of as the Board of Directors shall then determine, with the objective of returning to each Member or other agency which is then or was theretofore a party during the six-month period immediately preceding the termination of the JPA, a proportionate return on the contributions made to such properties by such parties, which shall be determined in the same manner as for withdrawing Member as provided in the subparagraph B below.
- B. In the event a Member withdraws from or terminates membership in the Authority, the Board of Directors shall pay to the withdrawing or terminating member its pro rata share of the total tangible assets less obligations, a withdrawing or terminating Member's pro rata share of tangible assets is defined as the total contributions paid by the Member divided by the total contributions paid by all Members from the inception of the Authority to the date of the Member's withdrawal or termination. The Board of Directors shall determine whether the obligation to pay a Member's pro rata share of tangible assets shall be discharged through a transfer of property or through a payment

of funds. Said transfer or payment shall be made within a reasonable time following withdrawal or termination.

- C. The current fair market value of the Authority properties shall be determined by the Board of Directors. If a withdrawing or terminating Member disagrees, the current fair market value of said properties shall be determined by an independent appraiser selected by the Board of Directors.

Article XII Investment of Surplus Funds

- A. The Board of Directors shall have the power to invest or cause to be invested in compliance with Section 25931 of the California Government Code, such surplus reserve funds are not necessary for the immediate operation of the Authority in such securities as allowed by Section 25931 of the California Government Code.
- B. The level of cash to be retained for the actual operation of the Authority shall be determined by Assembly Bill 1200.

Article XIII Amendment

- A. Amendment to these Bylaws may be proposed by any representative designated by a Member to sit on the Board of Directors
- B. Any amendments to these Bylaws must be approved by a majority vote of the representatives appointed to the Board of Directors before the amendment shall become effective. Such amendments shall be binding upon all Members of the Authority. The effective date of any amendment will be on October 1st following adoption, unless otherwise stated.

Article XIV Severability

Should any portion, term, condition or provision of these Bylaws be decided by a court of complete jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

Article XV
Broker/ Consultant

- A. The Broker/ Consultant will be hired by the Board of Directors of the Authority.
- B. The Board of Directors of the Authority will establish Broker/ Consultant compensation annually.
- C. The Board of Directors of the Authority will enter into a contract with the Broker/ Consultant which will establish scope of employment, disclose compensation, term of employment and other conditions relative to employment.
- D. The Board of Directors of the Authority will conduct an annual evaluation of the Broker/ Consultant.¹

4. ADMINISTRATIVE: Action items:

4.6 Update District Authorized Signatures

**ADD/REMOVE AUTHORIZED SIGNERS
FOR CALENDAR YEAR 2018**

TIPTON ELEMENTARY SCHOOL DISTRICT

To: Tulare County Superintendent of Schools
Attention: Shelly DiCenzo, Administrative Services

In accordance with Education Code Section 42633, the governing board of the above school district, following its annual organizational meeting in December, 2017, filed with the county superintendent of schools the verified signature of each person authorized to sign orders in its name.

This school district wishes to add the name and signature of an officer or employee to its list of authorized signers and/or remove a person from the list.

The governing board of said district, at a regular/special meeting held on the 7th day of August, 2018, authorize the following person(s), whose signature appears opposite his/her name below, to sign orders in the name of said governing board and/or authorize the removal of the person(s) named below:

ADD TO THE AUTHORIZED SIGNER LIST:

Type or Print Name Here:

Signature Here:

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |

REMOVE FROM THE AUTHORIZED SIGNER LIST:

Type or Print Name Here:

1. Anthony Hernandez
2. _____
3. _____

All authorized signers will be included on one sheet following the December 2018 organizational meeting of this district.

BY ORDER OF THE GOVERNING BOARD OF THE
TIPTON ELEMENTARY SCHOOL DISTRICT

Date: August 7, 2018

By _____
Clerk or Secretary of the Board

5. FINANCE: Action items:

5.1 Vendor Payments

53 Tipton Elementary School District

Tulare County Office of Education

7/30/2018

Board Meeting August 7, 2018

APY LIST

** FINAL **

Vendor No	Vendor Name	Reference Number	Payment Date	PO #	Invoice No	Account Code	Amount
14196	ACTION EQUIPMENT RENTALS	190080	7/16/2018 12:00:00 AM		165128	010-00000-0-11100-10000-58000-0	\$721.67
13670	AERIES, INC- EAGLE SOFTWARE	190082	7/1/2018 12:00:00 AM		6344	010-00000-0-00000-10000-58000-0	\$6,543.70
13987	AMS.NET	190007	7/5/2018 12:00:00 AM		22762	010-07200-0-11100-10000-43000-0	\$6,157.68
12788	ARAMARK UNIFORM SERVICES INC	190004	7/5/2018 12:00:00 AM		601809435	010-00000-0-00000-81000-55000-0	\$252.34
12788	ARAMARK UNIFORM SERVICES INC	190005	7/12/2018 12:00:00 AM		601816652	010-00000-0-00000-81000-55000-0	\$249.83
12788	ARAMARK UNIFORM SERVICES INC	190006	7/19/2018 12:00:00 AM		601823943	010-00000-0-00000-81000-55000-0	\$245.85
13638	ASSOCIATION OF CALIF. SCH. ADM	190081	7/1/2018 12:00:00 AM		ACSA MEMBERSHIP	010-00000-0-00000-72000-58000-0	\$424.20
14101	B&B PEST CONTROL SERVICE	190055	6/29/2018 12:00:00 AM		TIP-06-18	010-00000-0-00000-81000-58000-0	\$170.00
14059	BSN SPORTS, INC.	181621	6/19/2018 12:00:00 AM		902441502	010-60100-0-11100-10000-43000-0	\$2,999.17
12360	CA DEPARTMENT OF TAX FEE	190079	7/26/2018 12:00:00 AM		57-415488	010-07230-0-00000-36000-43000-0	\$13.15
14332	CAIN TRUCKING	190067	7/19/2018 12:00:00 AM		131305	010-07230-0-00000-36000-58000-0	\$2,600.00
12549	CALIFORNIA SCHOOL BOARDS ASSN.	190008	5/11/2018 12:00:00 AM		INV-41824-JOW1F7	010-00000-0-00000-72000-58000-0	\$5,661.00
12549	CALIFORNIA SCHOOL BOARDS ASSN.	190008	5/11/2018 12:00:00 AM		INV-39708-W9Z1S4	010-00000-0-00000-72000-58000-0	\$4,340.00
12548	CALIFORNIA TURF EQUIP. & SUPP.	181622	6/25/2018 12:00:00 AM		376731	010-81500-0-00000-81000-43000-0	\$67.58
12548	CALIFORNIA TURF EQUIP. & SUPP.	190011	7/10/2018 12:00:00 AM		378355	010-81500-0-00000-81000-58000-0	\$446.62
14279	CAROLINA BIOLOGICAL	181639	6/28/2018 12:00:00 AM		999999999	010-00000-0-11100-10000-43000-0	\$646.75
14279	CAROLINA BIOLOGICAL	190059	6/28/2018 12:00:00 AM		50319784 RI	010-00000-0-11100-10000-43000-0	\$50.16
13309	CASBO	190009	7/1/2018 12:00:00 AM		605251	010-00000-0-00000-72000-53000-0	\$1,000.00
12602	COLSON AUTO PARTS	190012	7/2/2018 12:00:00 AM		913143	010-07230-0-00000-36000-43000-0	\$28.32
12602	COLSON AUTO PARTS	190013	7/2/2018 12:00:00 AM		913169	010-07230-0-00000-36000-43000-0	\$3.22
12602	COLSON AUTO PARTS	190014	7/11/2018 12:00:00 AM		914195	010-07230-0-00000-36000-43000-0	\$338.43
12602	COLSON AUTO PARTS	190068	6/11/2018 12:00:00 AM		910633-912609-912570	010-07230-0-00000-36000-43000-0	\$585.01
12602	COLSON AUTO PARTS	190070	6/29/2018 12:00:00 AM		912891	010-07230-0-00000-36000-43000-0	\$6.99
13782	EDUCATIONAL TESTING SERVICES	190019	7/27/2018 12:00:00 AM		SP20060567	010-00000-0-11100-10000-43000-0	\$150.10
13983	EWING IRRIGATION	181623	6/21/2018 12:00:00 AM		5629161	010-81500-0-00000-81000-43000-0	\$622.17
13983	EWING IRRIGATION	181624	6/21/2018 12:00:00 AM		5629161	010-00000-0-00000-81000-43000-0	\$276.99
13983	EWING IRRIGATION	190015	7/14/2018 12:00:00 AM		5786003	010-81500-0-00000-81000-43000-0	\$123.77
13983	EWING IRRIGATION	190016	7/17/2018 12:00:00 AM		5798958	010-81500-0-00000-81000-43000-0	\$163.34
13983	EWING IRRIGATION	190017	7/18/2018 12:00:00 AM		5808645	010-81500-0-00000-81000-43000-0	\$149.90
13831	F&M BANK VISA- CC FEES	190020	7/2/2018 12:00:00 AM		8230 MUNOZ	010-00000-0-00000-72000-58000-0	\$31.51

13831	F&M BANK VISA- WALMART, STROBE LIGHT BULBS	190021	7/2/2018	12:00:00 AM	7893 MARTIN	010-00000-0-00000-81000-43000-0	\$205.35
13831	F&M BANK VISA- HOVER FENCE, HYDRAULIC GATE CLOSE	190021	7/2/2018	12:00:00 AM	7893 MARTIN	010-00000-0-00000-81000-43000-0	\$253.94
13831	F&M BANK VISA- ISLAND WATER PARK, STDE.GROUP TRIP	190065	6/29/2018	12:00:00 AM	7885 BETTENCOURT	010-07200-0-11100-10000-58000-0	\$619.69
13831	F&M BANK VISA- CHEVRON, V. ALMEIDA CONF MILEAGE	190065	6/29/2018	12:00:00 AM	7885 BETTENCOURT	010-90336-0-11100-10000-58000-0	\$45.00
13831	F&M BANK VISA- WEST END TAP, CONF. MEAL V.ALMEID	190065	6/29/2018	12:00:00 AM	7885 BETTENCOURT	010-90336-0-11100-10000-58000-0	\$31.61
13831	F&M BANK VISA- PIEOLOGY, CONG MEAL V. ALMEIDA	190065	6/29/2018	12:00:00 AM	7885 BETTENCOURT	010-90336-0-11100-10000-58000-0	\$11.32
13831	F&M BANK VISA- HOT CITY BBQ, CONF. MEAL V.ALMEIDA	190065	6/29/2018	12:00:00 AM	7885 BETTENCOURT	010-90336-0-11100-10000-58000-0	\$18.68
13831	F&M BANK VISA- AMAZON, SNL PURCHASE	190066	6/29/2018	12:00:00 AM	7877 HERNANDEZ	010-90358-0-00000-54950-43000-0	\$93.31
13280	FLINN SCIENTIFIC, INC.	181637	6/26/2018	12:00:00 AM	6765	010-00000-0-11100-10000-43000-0	\$4,370.43
11961	GIOTTOS ALARM TECH	190022	7/1/2018	12:00:00 AM	119935	010-815000-0-00000-81000-58000-0	\$948.00
13744	GREENFIELD	190001	6/29/2018	12:00:00 AM	6811	010-60100-0-11100-10000-58000-0	\$6,950.00
12577	HOUSTON INSURANCE SERVICES	190057	6/15/2018	12:00:00 AM	3335	010-00000-0-00000-72000-54500-0	\$19,181.00
13957	INFINITY COMM. & CONSUL., INC.	190024	7/17/2018	12:00:00 AM	8106	010-00000-0-00000-71000-58000-0	\$3,250.00
11950	LAWRENCE TRACTOR CO, INC	190025	6/13/2018	12:00:00 AM	293442	010-81500-0-00000-81000-43000-0	\$3.61
13961	LOWES	190071	6/19/2018	12:00:00 AM	917446-901191-908713	010-00000-0-00000-81000-43000-0	\$413.64
14208	MARISA WRIGHT	190026	7/1/2018	12:00:00 AM	PLS-5 TESTING	010-90336-0-11100-10000-58000-0	\$100.00
14092	MEDICAL BILLING TECH, INC.	181625	6/11/2018	12:00:00 AM	AR-26351	010-56400-0-11100-10000-58000-0	\$15.46
14092	MEDICAL BILLING TECH, INC.	181626	4/30/2018	12:00:00 AM	AR-25831	010-56400-0-11100-10000-58000-0	\$48.88
13882	MOBILE MODULAR MGT. CORP.	190076	6/23/2018	12:00:00 AM	1673998	010-00000-0-00000-81000-56000-0	\$560.00
13882	MOBILE MODULAR MGT. CORP.	190077	6/23/2018	12:00:00 AM	1674038	010-00000-0-00000-81000-56000-0	\$560.00
13882	MOBILE MODULAR MGT. CORP.	190078	6/23/2018	12:00:00 AM	1674039	010-00000-0-00000-81000-56000-0	\$560.00
11531	MORRIS LEVIN & SON	190027	7/1/2018	12:00:00 AM	50076638	010-81500-0-00000-81000-58000-0	\$100.00
14250	MUSEUM OF SCIENCE	181636	6/26/2018	12:00:00 AM	17012152	010-00000-0-11100-10000-43000-0	\$3,257.39
12836	OFFICE DEPOT, INC.	181600	6/18/2018	12:00:00 AM	MULTI INV	010-07200-0-11100-10000-43000-0	\$115.98
12836	OFFICE DEPOT, INC.	181627	5/11/2018	12:00:00 AM	MULTI INV	010-00000-0-11100-10000-43000-0	\$430.99
12836	OFFICE DEPOT, INC.	181628	5/18/2018	12:00:00 AM	MULTI INV	010-90336-0-11100-10000-43000-0	\$19.38
12836	OFFICE DEPOT, INC.	181629	6/2/2018	12:00:00 AM	MULTI INV	010-07200-0-11100-10000-43000-0	\$67.66
12836	OFFICE DEPOT, INC.	181641	6/8/2018	12:00:00 AM	MULTI INV	010-07200-0-11100-10000-43000-0	\$88.54
12836	OFFICE DEPOT, INC.	181642	6/8/2018	12:00:00 AM	MULTI INV	010-07200-0-11100-10000-43000-0	\$3.01
14331	PAULA MAESTAZ	190075	7/12/2018	12:00:00 AM	SNL REIMB.	010-90358-0-00000-24950-43000-0	\$642.50
14094	PROFESSIONAL PRINT & MAIL	190028	7/11/2018	12:00:00 AM	94074	010-07230-0-00000-36000-43000-0	\$267.69
14231	PSW THE COPY CENTER	190002	5/2/2018	12:00:00 AM	92787-202	010-00000-0-11100-10000-43000-0	\$25.05
14231	PSW THE COPY CENTER	190003	5/29/2018	12:00:00 AM	93443-202	010-00000-0-11100-10000-43000-0	\$240.13
14179	PURCHASE POWER	190058	6/13/2018	12:00:00 AM	8000-9090-0896-7114	010-00000-0-00000-72000-59000-0	\$201.00
14109	RENAISSANCE LEARNING INC.	181630	6/16/2018	12:00:00 AM	4391504	010-07200-0-11100-10000-58000-0	\$4,217.50
14109	RENAISSANCE LEARNING INC.	181631	6/16/2018	12:00:00 AM	4391504	010-60100-0-11100-10000-58000-0	\$4,217.50
14319	RSD	181640	6/7/2018	12:00:00 AM	35231859-00	010-62300-0-00000-81000-43000-0	\$8,838.42

14005	SCHOOL CITY INC.	190029	7/1/2018	12:00:00 AM	35663	010-07200-0-11100-10000-58000-0	\$5,153.75
14194	SECURE BY DESIGN INC	190030	7/24/2018	12:00:00 AM	16394556	010-07200-0-11100-10000-53000-0	\$1,140.00
14111	SISC	190083	7/1/2018	12:00:00 AM	BOARD MEMBERS HW	010-00000-0-00000-71000-34020-0	\$6,927.40
14111	SISC	190084	7/1/2018	12:00:00 AM	ACTIVE HW	010-00000-0-00000-00000-95024-0	\$61,795.42
14111	SISC	1900085	7/1/2018	12:00:00 AM	RETIRED HW	010-00000-0-00000-00000-95028-0	\$4,612.20
5383	SOUTHERN CALIF EDISON CO	181633	6/21/2018	12:00:00 AM	2-01-784-2667	010-99900-0-00000-81000-55000-0	\$742.26
5383	SOUTHERN CALIF EDISON CO	190060	6/27/2018	12:00:00 AM	2-01-784-2345	010-99900-0-00000-81000-55000-0	\$5,161.43
141971	STANTON OFFICE MACHINE COMPANY	190050	6/27/2018	12:00:00 AM	69440	010-00000-0-11100-10000-43000-0	\$234.44
141971	STANTON OFFICE MACHINE COMPANY	190051	6/27/2018	12:00:00 AM	69438	010-00000-0-00000-72000-43000-0	\$106.72
141971	STANTON OFFICE MACHINE COMPANY	190053	6/27/2018	12:00:00 AM	69437	010-00000-0-00000-10000-43000-0	\$114.15
141971	STANTON OFFICE MACHINE COMPANY	190054	6/27/2018	12:00:00 AM	69439	010-00000-0-11100-10000-43000-0	\$161.98
14320	STEVENS REFRIGERATION HEAT&AIR	181632	6/20/2018	12:00:00 AM	1369	010-62300-0-00000-81000-58000-0	\$2,434.40
14320	STEVENS REFRIGERATION HEAT&AIR	181638	6/20/2018	12:00:00 AM	4161062018	010-62300-0-00000-81000-58000-0	\$951.16
14320	STEVENS REFRIGERATION HEAT&AIR	190031	7/2/2018	12:00:00 AM	4205070218	010-00000-0-00000-81000-56000-0	\$297.50
14320	STEVENS REFRIGERATION HEAT&AIR	190032	7/5/2018	12:00:00 AM	4210070518	010-00000-0-00000-81000-56000-0	\$501.88
14320	STEVENS REFRIGERATION HEAT&AIR	190033	7/24/2018	12:00:00 AM	7253072418	010-00000-0-00000-81000-56000-0	\$127.50
13267	SUPPLYWORKS	181635	6/28/2018	12:00:00 AM	443870787	010-00000-0-00000-81000-43000-0	\$385.75
13267	SUPPLYWORKS	190034	7/3/2018	12:00:00 AM	445563992	010-81500-0-00000-81000-43000-0	\$261.78
13267	SUPPLYWORKS	190035	7/5/2018	12:00:00 AM	445904741	010-81500-0-00000-81000-43000-0	\$88.85
13267	SUPPLYWORKS	190035	7/5/2018	12:00:00 AM	445904758	010-81500-0-00000-81000-43000-0	\$86.11
13267	SUPPLYWORKS	190037	7/9/2018	12:00:00 AM	446257537	010-81500-0-00000-81000-43000-0	\$67.39
13267	SUPPLYWORKS	190038	7/10/2018	12:00:00 AM	446283004	010-81500-0-00000-81000-43000-0	\$2,864.20
13267	SUPPLYWORKS	190073	6/20/2018	12:00:00 AM	444168439	010-00000-0-00000-81000-43000-0	\$154.35
5388	THE GAS COMPANY	181634	6/18/2018	12:00:00 AM	108-416-9100-8	010-00000-0-00000-81000-55000-0	\$353.14
12264	TIPTON AUTO PARTS	190074	6/20/2018	12:00:00 AM	1476-1844-2224-2318	010-00000-0-00000-81000-43000-0	\$96.77
5763	TIPTON SCH REV CASH FUND	190040	11/27/2017	12:00:00 AM	CASH ADVANCE	010-90336-0-11100-10000-54200-0	\$125.78
5763	TIPTON SCH REV CASH FUND	190041	10/20/2017	12:00:00 AM	CASH ADVANCE	010-90336-0-11100-10000-54200-0	\$157.49
5763	TIPTON SCH REV CASH FUND	190045	7/16/2018	12:00:00 AM	SNL SUPPLIES REIMB.	010-90358-0-00000-24950-43000-0	\$81.59
13241	TIPTON SCHOOL STUDENT BODY	190043	7/11/2018	12:00:00 AM	POSTMASTER	010-00000-0-00000-72000-59000-0	\$3.45
14075	TROY'S GLASS	190044	7/10/2018	12:00:00 AM	1022	010-81500-0-00000-81000-58000-0	\$307.04
13463	TULARE COUNTY OFFICE OF EDUCATION	190047	6/28/2018	12:00:00 AM	182864	010-30100-0-11100-10000-52000-0	\$150.00
12324	TULE TRASH COMPANY	190042	7/1/2018	12:00:00 AM	87131572	010-00000-0-00000-81000-55000-0	\$1,014.17
13333	VERIZON WIRELESS	190049	7/11/2018	12:00:00 AM	9809398018	010-00000-0-00000-81000-59000-0	\$545.21
12498	VISALIA TIMES-DELTA	190048	6/1/2018	12:00:00 AM	1832147	010-00000-0-111000-10000-5900-0	\$215.48

General Fund Total Expenditures

\$175,685.26

14101 B&B PEST CONTROL SERVICE	190055	6/29/2018 12:00:00 AM	TIP-06-18	130-53100-0-00000-37000-58000-0	\$40.00
14159 HEARTLAND SCHOOL SOLUTIONS	190023	7/31/2018 12:00:00 AM	REC0000026732	130-53100-0-00000-37000-58000-0	\$442.00
13961 LOWES	190072	6/19/2018 12:00:00 AM	994413	130-53100-0-00000-37000-44000-0	\$766.14
12324 TULE TRASH COMPANY	190043	7/1/2018 12:00:00 AM	87121573	130-53100-0-00000-81000-55000-0	\$717.00
Cafeteria Fund Total Expenditures					
13847 CTL-SEES, INC.	190064	6/14/2018 12:00:00 AM	16237	350-77110-0-00000-85000-62000-0	\$2,331.25
13607 MANGINI ASSOCIATES, INC.	190056	6/30/2018 12:00:00 AM	9422	210-99900-0-00000-85000-62000-0	\$569.77
14266 ORAL E. MICHAM INC	190063	6/27/2018 12:00:00 AM	PAYMENT REQ #19	350-77110-0-00000-85000-62000-0	\$249,651.41
Building Fund Total Expenditures					

TOTAL ACCOUNTS PAYABLE **\$430,202.83**

\$252,552.43

5. FINANCE: Action items:

5.2 Budget Revisions

53 Tipton Elementary School District
 Fiscal Year: 2019
 Bdg Revision Final

Budget Revision Report

BGR030
 anthonyh
 7/26/2018
 2:55:25PM

Control Number: 72653717

Account Classification		Approved / Revised	Change Amount	Proposed Budget
Fund:	0100 General Fund			
Revenues				
	010-00000-0-00000-00000-80110-0	\$4,898,907.00	(\$59,854.00)	\$4,839,053.00
	010-00000-0-00000-00000-80410-0	\$660,732.00	\$47,977.00	\$708,709.00
	010-14000-0-00000-00000-80120-0	\$672,372.00	\$52,949.00	\$725,321.00
Revenue Limit		\$6,232,011.00	\$41,072.00	\$6,273,083.00
Total Revenues		\$6,232,011.00	\$41,072.00	\$6,273,083.00
Expenditures				
	010-00000-0-00000-72000-19000-0	\$0.00	\$20,000.00	\$20,000.00
Certificated Salaries		\$0.00	\$20,000.00	\$20,000.00
	010-00000-0-00000-71000-34020-0	\$0.00	\$90,000.00	\$90,000.00
Employee Benefits		\$0.00	\$90,000.00	\$90,000.00
	010-903336-0-11100-10000-43000-0	\$1,800.00	(\$100.00)	\$1,700.00
Books and Supplies		\$1,800.00	(\$100.00)	\$1,700.00
	010-00000-0-00000-72000-53000-0	\$5,000.00	\$2,000.00	\$7,000.00
	010-903336-0-11100-10000-58000-0	\$0.00	\$100.00	\$100.00
Services, Other Operating Expenses		\$5,000.00	\$2,100.00	\$7,100.00
Total Expenditures		\$6,800.00	\$112,000.00	\$118,800.00
Budgeted Unappropriated Fund Balance before this adjustment:			\$2,748,635.85	
Total Adjustment to Unappropriated Fund Balance:			(\$70,928.00)	
Budgeted Unappropriated Fund Balance after this adjustment:			\$2,677,707.85	

53 Tipton Elementary School District
Fiscal Year: 2019
Bdg Revision Final

Budget Revision Report

BGR030 7/26/2018
anthonyh 2:55:25PM

Control Number: 72653717

Account Classification

Approved / Revised

Change Amount

Proposed Budget

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

Authorized by: _____

(County Office Use Only)
Updated at County Office on ____/____/____ by _____

53 Tipton Elementary School District
 Fiscal Year: 2018
 Bdg Revision Final

Budget Revision Report

BGR030
 anthonyh
 7/30/2018
 11:44:51AM

Control Number: 73042283

Fund:	Account Classification	Approved / Revised	Change Amount	Proposed Budget
0100	General Fund			
Revenues				
	010-00000-0-00000-00000-80110-0	\$4,544,548.00	(\$106,751.00)	\$4,437,797.00
	010-00000-0-00000-00000-80410-0	\$660,732.00	\$47,977.00	\$708,709.00
	010-14000-0-00000-00000-80120-0	\$672,372.00	\$52,964.00	\$725,336.00
Revenue Limit		\$5,877,652.00	(\$5,810.00)	\$5,871,842.00
Total Revenues		\$5,877,652.00	(\$5,810.00)	\$5,871,842.00
Expenditures				
	010-14000-0-11100-10000-11000-0	\$458,364.00	\$3,540.00	\$461,904.00
Certificated Salaries		\$458,364.00	\$3,540.00	\$461,904.00
	010-14000-0-11100-10000-31010-0	\$65,716.00	\$134,284.00	\$200,000.00
	010-14000-0-11100-10000-32010-0	\$0.00	\$1,795.00	\$1,795.00
	010-14000-0-11100-10000-33012-0	\$7,013.00	(\$6,296.00)	\$717.00
	010-14000-0-11100-10000-33013-0	\$0.00	\$3,569.00	\$3,569.00
	010-14000-0-11100-10000-34010-0	\$110,332.00	(\$58,342.00)	\$51,990.00
	010-14000-0-11100-10000-35010-0	\$242.00	(\$119.00)	\$123.00
	010-14000-0-11100-10000-36010-0	\$16,188.00	(\$8,026.00)	\$8,162.00
	010-14000-0-11100-10000-37010-0	\$250.00	\$87.00	\$337.00
	010-14000-0-11100-10000-37510-0	\$259.00	\$270.00	\$529.00
Employee Benefits		\$200,000.00	\$67,222.00	\$267,222.00
Total Expenditures		\$658,364.00	\$70,762.00	\$729,126.00
Other Financing Sources/Uses				
	010-00000-0-00000-93000-76190-0	\$300,000.00	\$188,076.71	\$488,076.71
Transfers Out		\$300,000.00	\$188,076.71	\$488,076.71

53 Tipton Elementary School District
Fiscal Year: 2018
Bdg Revision Final

Budget Revision Report

BGR030 7/30/2018
anthonyh 11:44:51AM

Control Number: 73042283

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Budgeted Unappropriated Fund Balance before this adjustment:		\$2,270,488.93	
Total Adjustment to Unappropriated Fund Balance:		(\$264,648.71)	
Budgeted Unappropriated Fund Balance after this adjustment:		\$2,005,840.22	

53 Tipton Elementary School District
 Fiscal Year: 2018
 Bdg Revision Final

Budget Revision Report

BGR030
 anthonyh

7/30/2018
 11:44:51AM

Control Number: 73042283

Account Classification
 Fund: 3500 County School Facilities Fund - New Construction
 Other Financing Sources/Uses

Approved / Revised

Change Amount

Proposed Budget

350-77110-0-00000-00000-89190-0

\$650,000.00

\$188,076.71

\$838,076.71

Transfers In

\$650,000.00

\$188,076.71

\$838,076.71

Budgeted Unappropriated Fund Balance before this adjustment:

\$0.00

Total Adjustment to Unappropriated Fund Balance:

\$188,076.71

Budgeted Unappropriated Fund Balance after this adjustment:

\$188,076.71

Budget Revision Report

BGR030
anthonyh

7/30/2018
11:44:51AM

Control Number: 73042283

Account Classification

Approved / Revised

Change Amount

Proposed Budget

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

Authorized by: _____

(County Office Use Only)
Updated at County Office on ___/___/___ by _____

7. Any Other Business-

7.1 Public Review of Changes to Revenues and Expenditures to Reflect Budget Act – Informational



TIPTON ELEMENTARY SCHOOL

370 N. Evans Road • P.O. Box 787 • Tipton, CA 93272
559-752-4213 • FAX: 559-752-1231

Stacey Bettencourt
Superintendent/ Principal

Jacob Munoz
Assistant Superintendent -
Projects Director

Fausto Martin
MOT Director

~~Tiger Pride!~~

DATE August 2, 2018

TOPIC PUBLIC REVIEW OF CHANGES TO REVENUES AND EXPENDITURES TO REFLECT BUDGET ACT.

ISSUE Ed Code 42127(h) states “Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.”

BACKGROUND Attached is a summary of the changes from the district Adopted Budget to the State’s Budget Act. The district budget will be revised and presented at First Interim to reflect the State Budget Act.

RESOURCE Public Review of Budget Changes

RECOMMENDATION This is for discussion only and no action necessary

Board Members

Tony Macedo
President

Greg Rice
Clerk

Iva Sousa
Trustee

John Cardoza
Trustee

Shelley Heeger
Trustee

Tipton Elementary School District
 Public Review of Budget Changes (Ed Code 42127(h))
 Due to State Budget Act
 August 2, 2018

Budget Item	Adopted Budget	Chanages	Proposed Budget
Revenues			
LCFF Funding	4,489,907	-59,854	4,839,053
Roll Taxes	660,732	47,977	708,709
EPA	672,372	52,949	725,321
Expenditures			

To meet the requirements of EC 42127(h) to make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act. First interim budget will reflect these changes.