

**TIPTON ELEMENTARY SCHOOL DISTRICT  
REGULAR BOARD MEETING  
AGENDA**

Tuesday, March 6, 2018  
7:00 p.m. District Conference Room

**1. CALL ALL 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

**2.3** Student Comments – Character Counts

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

**3.1** Minutes of the Regular Board Meeting - February 6, 2018

**3.2** Field Trip, Facility and Conference Attendance Requests

**3.3** Discard Library Books

**3.4** Executed Contract for Phase 2 and 3 with Bush Engineering, Inc.

**3.5** The Gas Company – Line Extension Contract

**4. ADMINISTRATIVE: Action items:**

**4.1** Quarterly Board Policy Update December 2017

**4.2** Temporary Athletic Team Coach Certification for 2017-2018

**4.3** 2018 Delegate Assembly Ballot Subregion 12-A (Tulare County)

**4.4** Approval of Multi-Purpose Building Change Order #7

**4.5** Consolidated Application Winter 2017-2018

**5. FINANCE: Action items:**

**5.1** Vendor Payments

**5.2** Budget Revisions

**5.3** 2<sup>nd</sup> Interim Report 2017 - 2018

6. **INFORMATION: (Verbal Reports & presentations)**
  - 6.1 MOT--FOOD SERVICE—PROJECTS  
Multi-Purpose Building
  - 6.2 Phase 2 and 3  
Preconstruction Meeting  
Update Progress Meeting #1
  - 6.3 Athletic Team Coach Certification Update
7. **ANY OTHER BUSINESS -**
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 Discipline/Dismissal/Release/Complaint  
Consider Employee Request for Leave of Absence
  - 8.2 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.
9. **RECONVENE TO OPEN SESSION**
10. **REPORT OUT FORM CLOSED SESSION**
11. **ADJOURNMENT**

**The Board upon discussion and a vote of agreement 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: Thursday, March 1, 2018**

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

**3.1** Minutes of the Regular Board Meeting –  
February 6, 2018

# TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING Minutes

Tuesday, February 6, 2018  
7:00 p.m. 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. Guests: Anthony Hernandez, Doug Cardoza, Fernando Cunha, Sandra Cunha, Jacob Munoz, Irene Recendez, Megan Rice, Fausto Martin and Luke Smith.*

## 2. **PUBLIC INPUT:**

- 2.1 Community Relations/Citizen Comments
- 2.2 Reports by Employee Units CTA/CSEA
- 2.3 Correspondence  
Review of First Interim Report

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

- 3.1 Minutes of the Regular Board Meeting - January 9, 2018
- 3.2 Minutes of the Special Board Meeting - January 25, 2018
- 3.3 Field Trip, Conference, and Fundraiser Requests
- 3.4 Bond Engagement Letter 2016-2017
- 3.5 E-RATE Bid Acceptance – AMS.NET Service Provider
- 3.6 School Accountability Report Card, 2016-2017

*Motion to approve the consent calendar was made by Shelley Heeger and second by John Cardoza.*

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

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

*No - 0*

*Abstain - 0*

*Absent –0*

## 4. **ADMINISTRATIVE: Action items:**

- 4.1 Approval of Resolution Number 2017-2018-12 Accelerating the Distribution of Proposition 51 School Facilities Funds

*Motion to approve Resolution Number 2017-2018-12 Accelerating the Distribution of Proposition 51 School Facilities Funds was made by Iva Sousa and second by Shelley Heeger.*

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

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

*No - 0*

*Abstain - 0*

*Absent –0*

- 4.2 Approval of Updated Board Meeting Dates for June 2018

*Motion to approve Updated Board Meeting Dates for June 2018 was made by Shelley Heeger and second by John Cardoza.*

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

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

No - 0  
Abstain - 0  
Absent –0

**4.3 Assumption of Chair by Board Secretary**

*Motion to approve Assumption of Chair by Board Secretary was made by Shelley Heeger and second by John Cardoza.*

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

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

*No - 0*

*Abstain - 0*

*Absent –0*

**4.4 Interview Candidates of Provisional Appointment to Fill Vacated Board Seat**

*Motion to approve Interviewing Candidates of Provisional Appointment to Fill Vacated Board Seat was made by Shelley Heeger and second by Greg Rice.*

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

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

*No - 0*

*Abstain - 0*

*Absent –0*

**4.5 Selection/Approval of Provisional Appointment to Fill Vacated Board Seat**

*Motion to appoint/approve Fernando Cunha of Provisional Appointment to Fill Vacated Board Seat was made by Greg Rice and second by Shelley Heeger.*

*Vote Yea 3/ No 0/ Abstain 1/ Absent 0*

*Yea – Shelley Heeger, Iva Sousa, and Greg Rice*

*No - 0*

*Abstain - 1 John Cardoza*

*Absent –0*

**4.6 Oath of Office/Installation of Provisional Appointee**

*Motion to approve Oath of Office/Installation of Provisional Appointee, Fernando Cunha was made by Shelley Heeger and second by Iva Sousa.*

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

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

*No - 0*

*Abstain - 0*

*Absent –0*

**4.7 Assumption of Chair by Board President**

*Motion to approve Assumption of Chair by Board President was made by Iva Sousa and second by Shelley Heeger.*

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

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

*No - 0*

*Abstain - 0*

*Absent –0*

**5. FINANCE: Action items:**

**5.1 Vendor Payments**

*Motion to approve vendor payments was made by Iva Sousa and second by Shelley Heeger.*

*Vote Yea 5/ No 0/ Abstain 0/ Absent 0*

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

*No - 0*

*Abstain - 0*

*Absent –0*

**5.2 Budget Revisions**

*Motion to approve budget revisions was made by Iva Sousa and second by Fernando Cunha.*

*Vote Yea 5/ No 0/ Abstain 0/ Absent 0*

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

*No - 0*

*Abstain - 0*

*Absent –0*

**5.3 Building Fund (Measure C) Financial and Performance Audits for the Year Ended June 30, 2017**

*Motion to approve Building Fund (Measure C) Financial and Performance Audits for the Year Ended June 30, 2017 was made by Iva Sousa and second by John Cardoza.*

*Vote Yea 5/ No 0/ Abstain 0/ Absent 0*

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

*No - 0*

*Abstain - 0*

*Absent –0*

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

**6.1 MOT--FOOD SERVICE—PROJECTS**

Update on Proposition 39

Multi-Purpose Building

Update Progress Meeting Notes #32

Update Progress Meeting Notes #33

Update Progress Meeting Notes #34

Update Progress Meeting Notes #35

*Mr. Fausto Martin discussed Proposition 39. He discussed replacing the HVAC and changing our current lighting to LED lights. Mr. Martin also discussed a new HVAC wireless thermostat, and upgrading the EXIT lights. Mr. Martin will be getting estimates on these items and will share that information with the Board at the next meeting.*

*Mr. Fausto Martin shared with the Board that we received two new gators from San Joaquin Valley Air Pollution Control District and that reimbursement should take 45-90 days.*

*Mr. Luke Smith shared with the Board an update on the Gas Company. A contract will be coming to the Board for approval. Mr. Smith shared that the building needs to be climatized in order to put the floors down. He shared a variety of items that are being installed such as a wheelchair lift, clocks and speakers.*

7. **ANY OTHER BUSINESS -**  
7.1 Quarterly Board Policy Updates  
7.2 Rural Schools Basketball Tournament Hosted by Tipton Elementary School  
*Mr. Munoz shared with the Board that Tipton will be hosting the Rural Schools Basketball Tournament on March 3, 2018.*
8. **ADJOURN TO CLOSED SESSION: 8:10 p.m.**
9. **RECONVENE TO OPEN SESSION 9:05 p.m.**
10. **REPORT OUT FROM CLOSED SESSION**  
8.1 Government Code Section 54957  
Public Employee Discipline/Dismissal/Release/Complaint  
*Motion to approve the release of Probationary Classified Employee #01 from District employment, effective February 7, 2018 was made by Shelley Heeger and second by Iva Sousa.*  
*Vote Yea 5/ No 0/ Abstain 0/ Absent 0*  
*Yea – Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice*  
*No - 0*  
*Abstain - 0*  
*Absent –0*
- 8.2 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.  
*Motion to accept student transfers was made by Shelley Heeger and second by John Cardoza.*  
*Vote Yea 5/ No 0/ Abstain 0/ Absent 0*  
*Yea – Shelley Heeger, Iva Sousa, John Cardoza, Fernando Cunha and Greg Rice*  
*No - 0*  
*Abstain - 0*  
*Absent –0*
11. **ADJOURNMENT 9:07 p.m.**

**Minutes approved March 6, 2018**

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Greg Rice, President

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Iva Sousa, Clerk

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Stacey Bettencourt, Secretary

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

#### **3.2 Field Trip, Facility and Conference Attendance Requests**



# Field Trip Approval Form

(MUST BE SUBMITTED ONE MONTH PRIOR TO FIELD TRIP)

TEACHER(S) Gilbert GRADE \_\_\_\_\_

CLASSES ATTENDING 3-5 several different Students

DATE OF TRIP 3/15/18 NUMBER OF PUPILS \_\_\_\_\_ ADULTS \_\_\_\_\_

DESTINATION TCOE

BUS TO LEAVE SCHOOL AT 9:15 RETURN AT 1:30

BUS ROUTING AND STOPS

Lunch at Plaza Park  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

USE THE BACK OF THIS PAPER IF ROUTNING NEEDS MORE SPACE

PRELIMINARY STEPS: \_\_\_\_\_

TRIP RELEVENCY: Poetry + Prose

OTHER INFORMATION/STAFF CHAPARONE REQUEST:

\_\_\_\_\_

COST \$ -

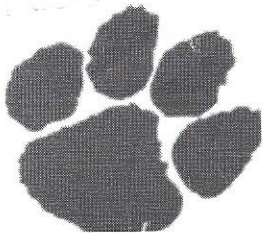
CAFETERIA LUNCHES NEEDED FOR STUDENTS: YES  NO \_\_\_\_\_ HOW MANY 16

CAFETERIA LUNCHES NEEDED FOR ADULTS: YES  NO \_\_\_\_\_ HOW MANY 1

SIGNATURE OF TEACHER IN CHARGE Debbie Quebed

TRIP AUTHORIZED BY SCHOOL BOARD YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE OF SUPERINTENDENT Stacey Bettencourt



# TIPTON ELEMENTARY SCHOOL

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

Tiger Pride!

Anthony Hernandez  
Co-Superintendent  
Business Services

Stacey Bettencourt  
Co-Superintendent/  
Principal

Jacob Munoz  
Co-Superintendent  
Curriculum and Instruction

Fausto Martin  
MOT Director

Erika Mendoza  
Cafeteria Manager

TIPTON ELEMENTARY SCHOOL DISTRICT  
APPLICATION FOR USE OF SCHOOL FACILITIES  
(APPLICATION MUST BE FILED AT LEAST ONE WEEK IN ADVANCE)

### 1. NAME OF SPONSERING ORGANIZATION

2. PERSON RESPONSIBLE Steven Silva

ADDRESS 2837 Azalea ct

DATE OF APPLICATION 1/15/18 PHONE (559) 331-5507

3. ROOM OR FACILITIES DESIRED Baseball Diamond

DATE(S) Mon. thru Thu. from 1/22/18 TIME(S) 6pm - 8pm  
7:1 3/8/18

SERVICES OR ITEMS REQUESTED Lights

FACILITIES TO BE USED FOR Practice

### STATEMENT OF INFORMATION

The undersigned states that, to the best of his/her knowledge, the School Property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime, including, Penal Code, or section 40056 of the Ed. Code. I hereby certify (or declare) under penalty of perjury that the foregoing is true and correct.

I have read the statement of Information in its entirety and agree to the conditions required for the use of the above facility request(s).

Certificate of Liability Insurance attached y/18

Approved  Disapproved  Rental Fee \_\_\_\_\_ Deposit Fee \_\_\_\_\_

Greg Rice  
President

Iva Sousa  
Clerk

Board Members  
John Cardoza  
Trustee

Shelley Heeger  
Trustee

Tony Macedo  
Trustee

Signature At Lit

Superintendent or Designee [Signature]

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

#### **3.3 Discard Library Books**

# Memo

To: Mr. Munoz ; Mrs. Bettencourt ; Mr. Hernandez

From: Megan Rice

Date: February 20, 2018

Re: List of Weeded books from the Library December 2017 – February 2018

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Attached is a list of books that have been weeded from the Library Collection due to the fact that these books were torn, missing pages, damaged, irrelevant, out of date, etc.

**Weeding Project:** Several of our library shelves are double stacked with books, which can lead to books being damaged much more quickly and also make locating specific titles much more difficult. There are a number of book titles that are out of date or simply have not been circulated in 8+ years. This weeding project is in effort to make our library of better quality resources. This will also allow us to see which areas we may be lacking relevant sources in and create room for the new titles we add each year.

Books that are severely damaged and worn will be disposed of. Those books that are still in readable condition I would like to give the teachers a chance to take them for their classroom libraries. After they have taken what they wish, I would then like to disperse the remaining books to the students at a future date. All of the books listed have been stamped with "discard", our barcode and labels have been removed, and removed from our library system.

If you should have any further questions, please let me know.

Thank you,

Megan Rice

February 20, 2018

## Tipton Elementary School Library

### Discarded/Weeded books December 2017 – February 2018

#### Title/Author/Number of copies

Amazing rain forest / Stone, Lynn M.

Ancient trees: trees that live for 1000 years / Lewington, Anna

Animal eyes / Schwartz, David M.

Animal feathers & fur / Schwartz, David M.

Animal mouths / Schwartz, David M.

Animal senses / Barre, Michael

Animal tails / Schwartz, David M.

Ankylosaurus / Brown, Mike

Apatosaurus / Coleman, Graham

Arctic national wildlife refuge / Siy, Alexandra

Astroid impact / Henderson, Douglas

Astronomy / Lippincott, Kristen

Avalanches and landslides / Walker, Jane

Bacteria / Favor, Lesli J.

Barbie the princess & the popstar / Man-Kong, Mary

Baryonyx / Green, Tamara

The beautiful Christmas tree / Zolotow, Charlotte

Behold, no cavities / Willson, Sarah

The big storm / Hiscock, Bruce

Big book of science, featuring oceans and dinosaurs / Nye, Bill

Big nate flips out / Peirce, Lincoln

Bird-footed dinosaurs / Birch, Robin

Bony-skinned dinosaurs / Birch, Robin

The book of the sun / Folley, Tom

The boxcar children / Warner, Gertrude Chandler

Bringing dinosaur bones to life: how do we know what dinosaurs were like / Farlow, James O.

Brothers in arms / Langan, Paul

Captain underpants and the terrifying re-turn of the tippy tinkletrousers / Pilkey, Dav

Carnotaurus / Green, Tamara

The cat in the hat / Seuss, Dr.

The challenge of extinction / Patent, Dorothy Hinshaw

The chariot of queen zara / Abbott, Tony

Chasmosaurua / Oliver, Rupert

Chasmosaurus / Amery, Heather

Chemical reaction / Baxter, Roberta

Chemistry / Newmark, Ann

Clouds: faces of the sky / Market, Jenny

Clouds of terror / Welch, Catherine A.

Clouds, rain, and snow / Galiano, Dean

A color sampler / Westray, Kathleen

Comets and asteroids: Ice and rocks in space / Cole, Michael D.

Comets and shooting stars / Moore, Patrick

Comets, meteors, and asteroids / Simon, Seymour

The complete tales of peter rabbit and other favorite stories / Potter, Beatrix

The constellations: Stars & stories / Sasaki, Chris

Coral reef / Burton, Jane

Coral reef / Davis, Gary W.

Coral reefs: hidden colonies of the sea / Wood, Jenny

The cosmos / Time-Life Books

Curious George gets a medal / Rey, H.A.

Cycles of life: trees / Ruiz, Andres Llamas

Dandelion / Watts, Barrie

Deep sea adventures / Hall, Kristin

Deinonuchus / Brown, Mike

Deinonuchus / White, David

Desert / Sayre, April Pulley

Deserts / Higginson, Mel

A desert scrapbook: dawn to dusk in the sonoran desert / Wright-Frierson, Virginia

Destination: rain forest / Grupper, Jonathon

Dewan, Ted

Diary of a wimpy kid: old school / Kinney, Jeff

Diary of a wimpy kid: the ugly truth / Kinney, Jeff

Dictionary of nature / Burnie, David

Dilphosaurus / Oliver, Rupert

Dimorphodon / Oliver, Rupert

Dinosaur / Norman, David

Dinosaur and other prehistoric animal factfinder / Benton, Michael

The dinosaur atlas / Green, Tamara

The dinosaur bone battle between o.c. marsh and Edward drinker cope / Hartzog, Brooke

The dinosaur footprints and roland t. bird / Hartzog, Brooke / 2

Dinosaur mountain: graveyard of the past / Arnold, Caroline

Dinosaur parents, dinosaur young: uncovering the mystery of dinosaur families / Zoehfeld, Kathleen Weidner

Dinosaurs / Parker, Steve / 2

Dinosaurs / Wexo, John Bonnett



Dinosaurs all around / Arnold, Caroline / 2

Dinosaurs are different / Aliko

Dinosaurs in your backyard / Mannetti, William

Dinosaurs: strange and wonderful / Pringle, Laurence

Diplodocus / Coleman, Graham

Discovering jupiter: The amazing collision in space / Berger, Melvin

Discovering mars: The amazing story of the red planet / Berge, Melvin

Discovering the stars / Santrey, Laurence

Distance / Walpole, Brenda

Dive to the deep ocean: voyages of exploration and discovery / Kovacs, Deborah

Does it always rain in the rain forest? / Berger, Melvin

The dog: dogs rule and cats drool / Dewin, Howie

The dog who cried wolf / Kasza, Keiko / 2

Don't know much about the solar system / Davis, Kenneth C. / 2

Dought / Lampton, Christopher

Douglas fir / Davis, Wendy

The dragon's child / Nimmo, Jenny

The earth / Nicolson, Cynthia Pratt

Earth / Ring, Susan

Earth's place in space / Gallant, Roy, A.

Earthquake / Lampton, Christopher

Earthquakes / Simon, Seymour / 2

The earth science book: activities for kids / Zike, Dinah

Earth time / Williams, Brian

Ecology / Pollock, Steve

Electricity / Cooper, Jason

Electricity / Parker, Steve

Electricity & magnetism / Parker, Steve

El nino: Stormy weather for people and wildlife / Arnold, Caroline

Energy / Parker, Steve / 2

Energy chain / Griffiths, Susan

Evolution / Gamlin, Linda

Evolution / Ruiz, Andres Llamas

Experiments that explore: the greenhouse effect / Gutnik, Martin J.

Exploring our solar system / Ride, Sally

Exploring the oceans / Hall, Stephen

A field of sunflowers / Johnson, Neil

The first and final voyage: the sinking of the titanic / Peters, Stephanie

First field guide: birds / Weidensaul, Scott

Floods / Drohan, Michele Ingber

Flowers/ Burnie, David / 3

Flowers / Cooper, Jason

Flowers and trees / Bush, Pauline / 2

Fly guy and the frankenfly / Arnold, Tedd

Force and motion / Lafferty, Peter / 2

Forest animals / Randolph, June

Forest life / Taylor, Barbara

The forests /Higginson, Mel

Fossil tales / Goldish, Meish

Freshwater habitats: life in freshwater ecosystems / Toupin, Laurie

From lava to life: the universe tells our earth story / Morgan, Jennifer

Fun with mixing and chemistry / Gold-Dworkin, Heidi

Galaxies/Simon, Seymour  
Gallimimus / Brown, Mike  
Gingerbread baby / Brett, Jan  
Glaciers / Patchett, Lynne / 2  
Grassland / Sayre, April Pulley  
Grasslands / Higginson, Mel  
Green planet rescue / Halpern, Robert R.  
Hard-headed dinosaurs / Birch, Robin  
Heat and drought / Bender, Lionel  
Hidden words: looking through a scientist's microscope / Kramer, Stephen / 2  
How animals move . Barre, Michel  
How big were the dinosaurs / Most, Bernard  
How leaves change / Johnson, Sylvia A.  
How to be an ocean scientist in your own home / Simon, Seymour  
How to dig a hole to the other side of the world / McNulty, Faith  
How we learned the earth is round / Lauber, Patricia  
The hunger games / Collins, Suzanne  
Hurricanes / Allen, Jean  
Hurricanes / Galiano, Dean  
Hurricanes: Earths mightiest storms / Lauber, Patricia  
Hypsilophodon / Coleman, Graham  
Hypsilophodon / Wilson, Ron  
I can read about dinosaurs / Howard / John  
Ice caps & glaciers / Twist, Clint  
Ichthyosaurus and little mary anning / Hartzog, Brooke  
If you find a rock / Christian, Peggy / 2

Iguanodon and dr. Gideon mantel / Hartzog, Brooke

The incredible journey to the planets: Close encounters with our neighbors in space / Harris, Nicholas

Incredible plants / Dow, Lesley

It's Christmas david / Shannon, David

Inside dinosaur and other prehistoric creatures / Dewan, Ted / 2

Jupiter / Margaret, Amy

Jupiter / Simon, Seymour

Jupiter / Vogt, Gregory L.

Katy and the big snow / Burton, Virginia Lee

Kingdom of the sun: A book of the planets / Mitton, Jacqueline / 2

Ladybugs: Pest control the natural way / Mann, Darren J.

Lake and pond / Sayre, April Pulley

The land we live on / Wheeler, Jill / 2

Learning about the way things move / Gold-Dworkin, Heidi

Leaves / Burton, Jane

Let's take a field trip to a cave / Furgang, Kathy

Let's take a field trip to a coral reef / Furgang, Kathy

Life in the mountains / Bradley, Catherine

Life in the polar lands / Byles, Monica

Life in the woodlands / Hooper, Rosanne / 2

The life of a cell / Ruiz, Andres Llamas

Life on other planets / Donald, Rhonda Lucas

Life on the coastlines / Hooper, Rosanne

Life on the planes / Bradley, Catherine

Life search / Time-Life Books

Light/ Burnie, David / 2

Light / Cooper, Jason  
Light / Parker, Steve / 2  
Lightning / Simon, Seymour / 2  
Lightning and thunderstorms / Graf, Michael  
Long-necked dinosaurs / Birch, Robin  
A look around rain forests / Perez, Ed  
Los planetas del sol / Fowler, Allan  
The magic school bus: Lost in the solar system / Cole, Joanna / 4  
Magnets / Cooper, Jason  
Maiasaura / Vaughan, Jenny  
Make it balance / Evans, David  
Make it change / Evans, David  
Make it go / Evans, David  
Mamenchisaurus / Oliver, Rupert  
Mars / Kipp, Steven L.  
Mars / Margaret, Amy  
Mars / Simon, Seymour  
Mars / Vogt, Gregory L.  
Matter / Cooper, Christopher  
Meadow / Taylor, Barbara  
Meat-eating dinosaurs / Birch, Robin  
Mercury / Kipp, Steven L.  
Mercury / Simon, Seymour  
Middle school get me out of here / Patterson, James  
Mission Earth: Voyage to the home planet / English, June A.  
The moon / Bourgeois, Paulette

Mountains / Higginson, Mel  
Mountains / Simon, Seymour / 2  
Mussaurus / Green, Tamara  
The mystery of mars / Ride, Sally  
The mystery of the mammoth bones: and how it was solved / Giblin, James Cross  
National Audubon society first field guide / Hood, Susan  
National Audubon society first field guide / Kahl, Jonathon D. W.  
Natural-born killers / Casterline, Linda  
The nature and science of mud / Burton, Jane  
The nature and science of rain / Burton, Jane  
The near planets / Time-Life Books  
Neptune / Simon, Seymour  
Neptune / Thompson, Luke  
Neptune / Vogt, Gregory L.  
The news about dinosaurs / Lauber, Patricia  
A north American rain forest scrapbook / Wright-Frierson, Virginia  
Oak tree / Morrison, Gordon / 2  
Observing the universe / Spangenburg, Ray  
The ocean / Higginson, Mel  
Ocean / Oldershaw, Cally  
Ocean / Sayre, April Pulley  
Ocean facts / Ganeri, Anita  
Oceans / Sabin, Francene  
Oceans / Simon, Seymour  
Once a wolf: How wildlife biologist sought to bring back the gay wolf / Swinburne, Stephen R.  
One day in the tropical rain forest / George, Jean Craighead

On the tundra / Green, Jen  
Ornitholestes / Green, Tamara  
Ouranosaurus / Freedman, Frances  
Our planet earth / Llewellyn, Claire  
Outside and inside trees / Markle, Sandra / 2  
Pachycephalosaurus / Freedman, Frances  
Parasaurolophus / Coleman, Graham  
Patrick moore's beginner's guide to astronomy / Moore, Patrick  
Pete the cat: I love my white shoes / Litwin, Eric  
Physics lab in a housewares store / Friedhoffer, Bob  
Planet earth & art activities / Cooper, John A.  
The planets / Moore, Patrick  
The planets in our solar system / Branley, Franklyn M. / 2  
Planets, moons and stars / Evert, Laura  
Plant / Burnie, David  
Plant leaves / Schwartz, David M.  
Plants of prey / Clyne, Densey  
Plants and flowers / Pope, Joyce  
Plants of the rainforest / Stone, Lynn  
Plant tricksters / Halfmann, Janet  
Plate tectonics / Silverstein, Alvin  
Pluto / Thompson, Luke  
Pluto / Vogt, Gregory L.  
A pocketful of seasons / Foster, Doris Van Liew  
Polar oceans / Kalman, Bobbie  
The polar regions / Higginson, Mel

Pond and river / Parker, Steve

Postcards from pluto: A Tour of the solar system / Leedy, Loreen

Prairies / Cole, Melissa

Prairies / Murray, Peter

Prehistoric life / Lindsay, William

Procomsognathus / Freedman, Frances

Proteceratops / Amery, Heather

Psittacosaurus / Green, Tamara

Puzzling question about the solar system / Gardner, Martin

Questions and answers about weather / Craig, M. Jean

The racecar alphabet / Floca, Brian

Rain forest / Macdonald, Fiona

Rain Forest Animals / Randolph, June

Rainforests / Murray, Peter

Rain forests / Gray, Shirley W.

Rainforest wildlife / Cunningham, Antonia

Rain, wind, and storm / Baxter, Nicola

A rainy day / Nelson, Robin

The random house atlas of the oceans / Elder, Danny

Relatives of dinosaurs / Birch, Robin

River and stream / Sayre, April Pulley

Rock collecting / Gans, Roma

Rocks and minerals / Parker, Steve

Rocks, gems, and minerals / Trueit, Trudi Strain

Sabertooths and the ice age: a nonfiction companion to sunset of the sabertooth / Osborne, Mary Pope /



Saturn / Margaret, Amy

Saturn / Simon, Seymour

Saturn / Taylor-Butler, Christine

Saturn / Vogt, Gregory L.

Save our forests / Hirschi, Ron

Science around the world: travel through time and space with fun experiments and projects / Levin, Shar

The science book of electricity / Ardley, Neil

The science book of sound / Ardley, Neil / 2

Science dictionary of dinosaurs / Richardson, James / 2

The science of plants / Bocknek, Jonathan

The science of sound / Craats, Rennay

The science of weather / Parker, Janice

Seashore / Burnie, David

Seashore / Sayre, April Pulley

The seashore / Walker, Jane / 3

Secret in a sealed bottle / Epstein, Sam

Sea plants / Cooper, Jason

Shaping the earth / Patent, Dorothy Hinshaw

Sharing the world with animals / Wexo, John Bonnet

Shifting shores / Vogel, Carole Garbuny

Size / Walpole, Brenda

Sound / Cooper, Jason

Sound / Parker, Steve / 2

Space & art activities / Goodman, Polly

Speed / Walpole, Brenda

Spinosaurus / Green, Tamara  
Spinosaurus / White, David  
The stars / Moore, Patrick  
Stars / Simon, Seymour  
Stick dog / Watson, Tom / 2  
Storm chasers / Trueit, Trudi Strain  
Storms / Simon, Seymour / 2  
Storms and hurricanes / Gemmell, Kathy  
The sun / Simon, Seymour  
Sun / Tomecek, Steve  
Sun / Vogt, Gregory L.  
Sunshine / Ganeri, Anita  
Swamps / Gore, Sheila  
Taiga / Sayre, April Pulley  
Teeny tiny animals / Ryals, Lexi  
Temperature / Walpole, Brenda  
Temperature deciduous forest / Sayre, April Pulley  
Thunderstorms and lightning / Galiano, Dean  
Tide pool / Gunzi, Christiane  
Tide pools / Cooper, Jason  
Time / Walpole, Branda  
Tornadoes / Rose, Sally  
Tornadoes / Simon, Seymour  
Tracking trash: flotsam, jetsam, and the science of ocean motion / Burns, Loree Griffin  
Trapped in tar: fossils from the ice age / Arnold, Caroline  
Trees / Cooper, Jason

Trees / Gamlin, Linda  
Trees / Thomson, Ruth  
Trees and leaves / Braithwaite, Althea  
Tropical storms and hurricanes / Burby, Liza N.  
Tsunamis: killer waves / Drohan, Michele Ingber  
Tuck everlasting / Babbitt, Natalie / 5  
Tundra / Sayre, April Pulley  
Tundra the arctic land / Hiscock, Bruce  
Two dozen dinosaurs / Ripley, Catherine  
Tyrannosaurus rex and barnum brown / Hartzog, Brooke  
Under the water / Ziefert, Harriet  
The universe / Simon, Seymour / 2  
The universe: Think big / Bendick, Jeanne  
Up close / Giko, Louise A.  
Uranus/Simon, Seymour  
Uranus / Thompson, Luke  
Uranus / Vogt, Gregory L.  
Vanishing rain forest / Stone, Lynn M.  
Velociraptor / Amery, Heather  
Venus / Kipp, Steven L.  
Venus / Margaret, Amy  
Verdi / Cannon, Janell  
Volcanoes and earthquakes / Vrbova, Zuza  
Volcano / Lampton, Christopher  
Volcano: the eruption and healing of mount st. helen / Lauber, Patricia  
Volcanoes / Simon, Seymour

Volcanoes and earthquakes / Lauber, Patricia

Volcanoes of the world / McGuire, Bill

Voyagers I & II / Italia, Bob / 2

Voyager to the planets / Apfel, Necia H.

Vulcanodon / Amery, Heather

Wacky trees / Souza, D.M.

Watching desert wildlife / Arnold, Caroline

Water / Cooper, Jason

Waves: From surfing to tsunami / Kampion, Drew

Weather / Cosgrove, Brian

Weather / Farndon, John / 2

Weather detectives / Eubank, Mark

Weatherwatch / Wyatt, Valerie

Weird, wild & unpredictable: an illustrated history of east Tennessee weather / Miller, Matthew

Wetland / Sayre, April Pulley

What do you see under the sea / Kalman, Bobbie

What is a shooting star? / Asimov, Isaac

What killed the dinosaurs? / Asimov, Isaac

What's inside lakes? / Kosek, Jane Kelly

What's inside plants? / Philips, Sarah

What's inside the ocean / Kosek, Jane Kelly

What's inside trees / Kosek, Jane Kelly

Wind / Cooper, Jason

Wind and weather / Bush, Pauline / 3

Wind and weather: Climates, clouds, snow, tornadoes, and how weather is predicted / Onish, Liane

A woolly mammoth journey / Miller, Debbie S.



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

**3.4** Executed Contract for Phase 2 and 3 with Bush Engineering, Inc.

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective February 12, 2018, is by and between Tipton Elementary School District, Tulare County, California, hereinafter called the "Owner" and Bush Engineering, Inc. hereinafter called the "Contractor."

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**New Multi-Purpose / Gymnasium Building  
Tipton Elementary School  
370 N Evans Rd.  
Tipton, CA 93272**

all in strict compliance with the plans, drawings and specifications therefore prepared by:

**Mangini Associates, Inc.  
4320 W Mineral King Ave.,  
Visalia, CA 93291  
(559) 627-0530**

and other Contract Documents relating thereto.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be 120 calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time are dependent upon

many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time: \$1,000, for each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

If Contractor causes delay to any other contractor's work on the Project that results in delayed *completion* of the Project, Contractor shall be subject to liquidated damages in the amount set forth above for each calendar day Contractor delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer for such delayed *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which the Owner shall directly incur for each calendar day that *completion* of the Project is delayed because of Contractor caused delays to the work of other contractors.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that Contractor cannot or will not Complete the Work within the Contract Time, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.



If Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of Completion and liquidated damages.

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds Nine Hundred Forty Thousand Dollars (\$940,000) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and

occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code. For all projects over Twenty-five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified

employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's

award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including change orders, signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

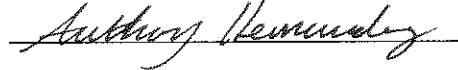
**(CONTRACTOR)**

Bush Engineering, Inc.  
518 N. Redington St.  
Hanford, CA 93230



SIGNED BY (Contractor)  
Michael Bush, Vice President

**(OWNER)**



Co-Superintendent

(Title)

888139  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

12/31/2018  
LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

## PERFORMANCE BOND

Bond#30027902

**KNOW ALL MEN BY THESE PRESENTS** that we, Bush Engineering, Inc. as Principal and \_\_\_\_\_ Western Surety Company \_\_\_\_\_ as Surety, are held and firmly bound unto Tipton Elementary School District, in the County of Tulare, State of California, hereinafter called the "Owner", in the sum of Nine Hundred Forty Thousand Dollars & No/100 Dollars (\$940,000.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated February 12, 2018, for construction of:

(Phase 2 and 3)

**New Multi-Purpose / Gymnasium Building  
Tipton Elementary School  
370 N Evans Rd.  
Tipton, CA 93272**

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

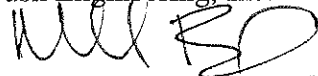
No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 7th day of February, 2018 hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)  
Bush Engineering, Inc.  


(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Principal)

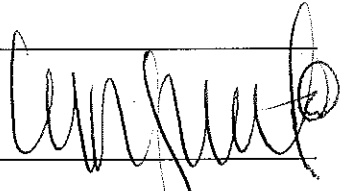
518 N. Redington St.  
Hanford, CA. 93230

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

Western Surety Company  
(Corporate Surety)  
8880 Cal Center Drive, Suite  
410, Sacramento, CA. 95826

\_\_\_\_\_  
(Business Address)

By: 

Lyn Genito--Attorney in Fact

The rate of premium on this bond is \$10.00/\$7.30 per thousand.

The total amount of premium charged is \$7,942.00.

The above must be filled in by Corporate Surety.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

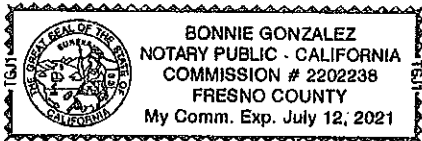
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of Fresno )

On 02-07-2018, before me, Bonnie Gonzalez, Notary Public, personally appeared Lyn Genito, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: Bonnie Gonzalez  
Bonnie Gonzalez, Notary Public



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John C Day, Steven P Edwards, Lyn Genito, Cody Lyman, Bonnie Gonzalez, Individually**

of Fresno, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2016.



WESTERN SURETY COMPANY

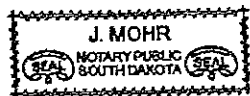
*Paul T. Brufat*  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of August, 2016, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

6/23/2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of February —2018



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**PAYMENT BOND**  
**(Labor and Material)**

Bond#30027902

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, Tipton Elementary School District (the "Owner" of the public works project described below) and Bush Engineering, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

(Phase 2 and 3)

**New Multi-Purpose / Gymnasium Building**  
**Tipton Elementary School**  
**370 N Evans Rd.**  
**Tipton, CA 93272**

Which said agreement dated February 12, 2018, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned Western Surety Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Nine Hundred Forty Thousand Dollars & no/100 Dollars (\$940,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 7th day of February, 2018.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

Bush Engineering, Inc.

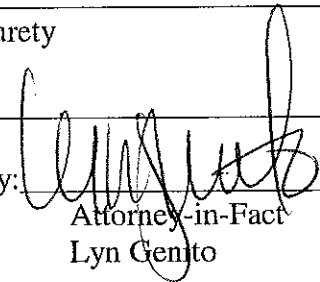
Principal



Western Surety Company

Surety

By:



Attorney-in-Fact  
Lyn Gentio

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

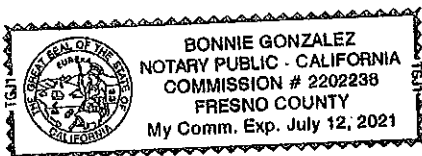
) ss

County of Fresno )

On 02-07-2018, before me, Bonnie Gonzalez, Notary Public, personally appeared Lyn Genito, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: Bonnie Gonzalez  
Bonnie Gonzalez, Notary Public

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John C Day, Steven P Edwards, Lyn Genito, Cody Lyman, Bonnie Gonzalez, Individually**

of Fresno, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2016.



WESTERN SURETY COMPANY

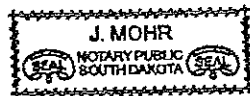
*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of August, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

6/23/2021



*J. Mohr*

J Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of February -2018



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary



DAVIABU-01

EBARTSCH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fresno CSG-Alliant Insurance Services, Inc. 9 E. River Park Place East Ste 310 Fresno, CA 93720	<b>CONTACT NAME:</b> Lori Buffington <b>PHONE (A/C, No, Ext):</b> (559) 374-3560 <b>E-MAIL ADDRESS:</b> ebartsch@alliant.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Bush Engineering, Inc. P O Box 1323 Hanford, CA 93232	<b>INSURER A :</b> Executive Risk Indemnity Inc	<b>NAIC #</b> 35181
	<b>INSURER B :</b> Federal Insurance Company	<b>20281</b>
	<b>INSURER C :</b> Travelers Property Casualty Company of America	<b>25674</b>
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			54303138	05/31/2017	05/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>EBL DEDUCTIBLE</b> \$ 1,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			54303137	05/31/2017	05/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-41M77896-17-NF	05/31/2017	05/31/2018	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 16,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	54303139	05/31/2017	05/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE; New Multi-Purpose / Gymnasium Building Phase 2 &amp; 3

Tipton Elementary School District, its governing board, officers, agents, trustees, employees; and Architect are included as additional insureds per policy forms attached. Excess Liability policy is following form over General Liability, Automobile Liability, and Employer's Liability coverages.

**Endorsement(s) Attached:**

General Liability Additional Insured

General Liability Additional Insured - Completed Operations

General Liability Primary &amp; Non-Contributory

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**
 Tipton Elementary School District  
 370 N. Evans Road  
 Tipton, CA 93272

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Fresno CSG-Alliant Insurance Services, Inc.		NAMED INSURED Bush Engineering, Inc. P O Box 1323 Hanford, CA 93232	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Automobile Liability Additional Insured  
Automobile Liability Primary  
Cancellation Provision

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Additional Insured:**

**Location Of Covered Operations:**

As per written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

#### 1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### 2. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

#### C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    1. You;
    2. Any of your "employees" or agents; or
    3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

#### D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE - BROADENED COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**  
Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
- (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance

applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

**WHERE REQUIRED BY WRITTEN CONTRACT:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “Other Insurance” of Item B. – “General Conditions” under Section IV – “Business Auto Conditions”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
- (1) Nonpayment of premium; or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.



- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation Common Policy Condition**:

**7. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
  - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
  - d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
    - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



EBARTSCH

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
2/7/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Fresno CSG-Alliant Insurance Services, Inc. 9 E. River Park Place East Ste 310 Fresno, CA 93720		PHONE (A/C, No, Ext): (559) 374-3560	COMPANY Hanover Insurance Company	
FAX (A/C, No):	E-MAIL ADDRESS: ebartsch@alliant.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: DAVIABU-01		LOAN NUMBER		POLICY NUMBER IHFD49663000
INSURED Bush Engineering, Inc. P O Box 1323 Hanford, CA 93232		EFFECTIVE DATE 2/12/2018	EXPIRATION DATE 8/12/2018	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
370 N. Evans Road, Tipton, CA 93272  
Tipton Elementary School sitework

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders' Risk / Risks of Direct Physical Loss / Replacement Cost	\$940,000	\$1,000
Delay In Completion Soft Costs	\$940,000	\$1,000
Flood and Related Water	\$940,000	\$25,000
Earthquake	\$940,000	\$25,000

### REMARKS (Including Special Conditions)

Special Conditions:  
RE: New Multi-Purpose / Gymnasium Building Phase 2 & 3 sitework

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

NAME AND ADDRESS  Tipton Elementary School District 370 N. Evans Road Tipton, CA 93272	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
LOAN #			
AUTHORIZED REPRESENTATIVE <i>Clara Bartsch</i>			

**GENERAL CONDITIONS**

**for**

**CONTRACT OF CONSTRUCTION**

**NEW MULTI-PURPOSE / GYMNASIUM BUILDING  
TIPTON ELEMENTARY SCHOOL**

**TIPTON ELEMENTARY SCHOOL DISTRICT**

**February 12, 2018**

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Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

#### **1.1.4 THE PROJECT**

The "Project" is the total construction of the Work performed in accordance with the Contract Documents. However, where applicable, the Project may also include construction by the Owner or by separate contractors.

#### **1.1.5 THE DRAWINGS**

The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

#### **1.1.6 THE SPECIFICATIONS**

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

#### **1.1.7 THE PROJECT MANUAL**

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

#### **1.1.8 OR**

"Or" shall include "and/or."

#### **1.1.9 COMPLETION**

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims and warranties, "Completion" and "Complete" mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete".

affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Architect and Owner, including but not limited to as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

**1.2.1.5 Ambiguity.** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

**1.2.1.6 Execution.** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

1.2.3.8 *Standard Specifications.* Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 *Absence of Modifiers.* In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### 1.3 **OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Contract. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other contracts or projects or for additions to this Contract or Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

#### 2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

#### 2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work and Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

#### 2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

**2.2.6.1 Removal, Relocation.** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

**2.2.6.2 Assessment.** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

**2.2.6.3 Notification.** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3**

#### **THE CONTRACTOR**

##### **3.1 DEFINITION**

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

##### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

###### **3.2.1 CONTRACTOR**

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If part of the Project is performed by other contractors Owner directly retains, and the Owner does not retain a construction manager for the Project, Contractor shall be responsible for the coordination and sequencing of its Work with those other contractors so as to avoid any impact on the Contract schedule pursuant to the requirements of Article 6. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.4.

### **3.3 SUPERINTENDENT**

#### **3.3.1 FULL TIME SUPERINTENDENT**

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

#### **3.3.2 STAFF**

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

#### **3.3.3 RIGHT TO REMOVE**

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

### **3.4 LABOR AND MATERIALS**

#### **3.4.1 CONTRACTOR TO PROVIDE**

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

#### **3.4.2 QUALITY**

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

### 3.7.2 COMPLIANCE

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

### 3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

### 3.7.4 RESPONSIBILITY

If the Contractor performs any work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Contractor shall assume full responsibility for such work, and shall bear the attributable cost of correction and delays to the Work, other contractors' work, and the Project.

## 3.8 ALLOWANCES

### 3.8.1 CONTRACT

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

### 3.8.2 SCOPE

**3.8.2.1 *Prompt Selection.*** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

**3.8.2.2 *Cost.*** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

**3.8.2.3 *Cost Included in Contract Sum.*** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

**3.8.2.4 *Contract Sum Adjustment.*** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of



resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change, unless a different time period is stated in Division 1 of the Specifications.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time (as adjusted by change orders) or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner or Contractor that Contractor will not meet contractual milestones or Complete the Work within the Contract Time (as adjusted by change orders), the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan, unless a different time period is stated in Division 1 of the Specifications. At a minimum, the recovery plan must include a revised schedule that gets the Work back on schedule and Completes all Work by the contractual milestones and within the Contract Time (as adjusted by change orders) or by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

I, \_\_\_\_\_ [name of declarant], declare the following:

\_\_\_\_\_ [Contractor company name] has entered into a Contract with \_\_\_\_\_ [public entity name] on the \_\_\_\_\_ [name of project] Project. \_\_\_\_\_ [Contractor company name] authorized me to prepare the schedules for \_\_\_\_\_ [public entity name] for \_\_\_\_\_ [Contractor company name] Work on the Contract, and I prepared the attached schedule. I am the most knowledgeable person at \_\_\_\_\_ [Contractor company name] regarding the scheduling of the Work for this Contract.

The attached schedule does not breach the Contract between \_\_\_\_\_ [Contractor company name] and \_\_\_\_\_ [public entity name] for this Project, does not violate any applicable law, satisfies all provisions of the Contract

### 3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings,

Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner, upon Completion of the Work.

### 3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

#### 3.11.1 SUBMITTALS DEFINED

3.11.1.1 *Shop Drawings.* The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. “Product data” as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term “manufactured” applies to standard units usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 *Contractor’s Responsibility.* Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor’s “Schedule for

Contractor and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 **Copies Required.** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 **Corrections.** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.11.2.4 **Approval Prior to Commencement of Work.** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

### 3.11.3 SAMPLE SUBMISSIONS PROCEDURE

3.11.3.1 **Samples Required.** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

### 3.11.4 SUBSTITUTIONS

3.11.4.1 **One Product Specified.** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 **Two or More Products Specified.** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 **Substitution Request Form.** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner prior to the date of the bid opening. Any Requests submitted less than fourteen (14) days prior to the date of the bid opening will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. If Contractor requests substitutions that require approval by the Division of the State Architect ("DSA") or another governmental entity with jurisdiction, Contractor shall bear all risks of delay.

3.11.4.4 **List of Manufacturers and Products Required.** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the

Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

### **3.13 CLEANING UP**

#### **3.13.1 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

#### **3.13.2 FAILURE TO CLEANUP**

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

#### **3.13.3 CONSTRUCTION BUILDINGS**

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

### **3.14 ACCESS TO WORK**

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

### **3.15 ROYALTIES AND PATENTS**

#### **3.15.1 PAYMENT AND INDEMNITY**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the

### 3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 *Indemnity.* The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 *Joint and Several Liability.* In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

### 3.16.3 NO LIMITATION

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

## **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

### **4.2.1 STATUS**

The Architect will provide administration of the Contract and may be one of several Owner's representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

### **4.2.2 SITE VISITS**

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when Completed, will be in accordance with the Contract Documents.

### **4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY**

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### **4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

### **4.2.5 PAYMENT APPLICATIONS**

The Contractor shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

### **4.2.6 REJECTION OF WORK**

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph

4.2.10.2 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

### 4.3 INSPECTOR OF RECORD

#### 4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

#### 4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

#### 4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.



#### **4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS**

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of Section 4.5 and Article 7, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

##### **4.5.1 NOTICE OF POTENTIAL CHANGE**

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and includes an alleged breach of contract by the Owner. A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

#### **4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER**

Contractor shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Architect and Owner) within fifteen (15) days of the earliest of the following events: (a) The Completion of the Work; (b) the thirtieth (30th) continuous day without labor by Contractor; or (c) Contractor's submission of a final progress payment application. The deadline for filing a Claim is the "Claim Deadline." Owner's rejection, or lack of rejection, of a COR at any time does not affect the requirement to submit a claim by the Claim Deadline.

In addition, on or before the Claim Deadline, Contractor shall submit to Owner, in writing, a list and a summary of all Claims for money or time extensions under or arising out of this Contract, which were timely filed and fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or

accurately reflect the adjustments to money and time for which I believe that \_\_\_\_\_ [public entity name] is responsible under its Contract with \_\_\_\_\_ [Contractor company name].

While preparing this declaration and Claim, I consulted with others (including attorneys, consultants, or others who work for \_\_\_\_\_ [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
\_\_\_\_\_ [name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### **4.5.5.2 *Claims for Additional Money***

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the Owner expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

responsible for the Subcontractor's request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### **4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)**

Claims are subject to this section 4.5.6, the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5, all other applicable provisions in the Contract Documents, and Public Contract Code section 9204. In addition, for claims that are \$375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204.

##### **4.5.6.1 *Claims***

The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45 day period, plus any extension, Owner may request in writing additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

##### **4.5.6.2 *Meet and Confer***

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings.

be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

#### **4.5.7 CONTINUING CONTRACT PERFORMANCE**

Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

#### **4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

##### ***4.5.8.1 Trenches or Excavations Less Than Four Feet Below the Surface***

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

##### ***4.5.8.2 Trenches or Excavations Greater Than Four Feet Below the Surface***

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.8.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

### **5.1.2 SUB-SUBCONTRACTOR**

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **5.1.3 SPECIALTY CONTRACTORS**

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

## **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

### **5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER**

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

### **5.2.2 GROUNDS FOR SUBSTITUTION**

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;
- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

### **5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

### **5.5 SUBCONTRACTOR'S RESPONSIBILITIES**

Every Subcontractor is bound to the following provisions, unless specifically noted to the

Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

#### **5.5.6 CHARGES TO SUBCONTRACTOR**

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

#### **5.5.7 FINES IMPOSED**

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

#### **5.5.8 PROJECT SIGNS**

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

#### **5.5.9 REMEDIES FOR FAILURE TO PERFORM**

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.



#### **5.5.14 NON-EXCLUSIVE OBLIGATIONS**

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

### **ARTICLE 6**

#### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

##### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

###### **6.1.1 OWNER'S RIGHTS**

The Owner reserves the right to perform Project work with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under contract conditions identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

###### **6.1.2 DESIGNATION AS CONTRACTOR**

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor agreement.

###### **6.1.3 CONTRACTOR DUTIES**

The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner until subsequently revised. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.4.

###### **6.1.4 OWNER OBLIGATIONS**

Unless otherwise provided in the Contract Documents, when the Owner performs work related to

allocate the cost among those responsible as the Owner determines to be just.

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 CHANGES**

##### **7.1.1 NO CHANGES WITHOUT AUTHORIZATION**

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with money or grant extra time for any extra work ordered by the Owner to be performed. Contractor shall follow the provisions of 7.6 and 7.7 when requesting additional money or additional time. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

##### **7.1.2 AUTHORITY TO ORDER MINOR CHANGES**

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

conditions.

#### **7.4.2 SCOPE**

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

#### **7.4.3 RESPONSE TIME**

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold \$100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

#### **7.4.4 COSTS INCURRED**

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

### **7.5 REQUEST FOR PROPOSAL ("RFP")**

#### **7.5.1 DEFINITION**

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of

- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Contractor.**

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

**7.7.3 FORMAT FOR PROPOSED COST CHANGE**

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	<u>EXTRA</u>	<u>CREDIT</u>
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____

pursuant to section 4.5.1.

#### **7.7.7 APPLICABILITY TO SUBCONTRACTORS**

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

#### **7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME**

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

### **ARTICLE 8**

#### **TIME**

##### **8.1 DEFINITIONS**

###### **8.1.1 CONTRACT TIME**

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

###### **8.1.2 NOTICE TO PROCEED**

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

###### **8.1.3 DAYS**

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

##### **8.2 HOURS OF WORK**

###### **8.2.1 SUFFICIENT FORCES**

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

###### **8.2.2 PERFORMANCE DURING WORKING HOURS**

Work shall be performed during regular working hours except that in the event of an emergency

#### **8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS**

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

#### **8.3 PROGRESS AND COMPLETION**

##### **8.3.1 TIME OF THE ESSENCE**

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

##### **8.3.2 NO COMMENCEMENT WITHOUT INSURANCE**

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

##### **8.3.3 EXPEDITIOUS COMPLETION**

The Contractor shall proceed expeditiously to perform the Work, with adequate forces, labor, materials, equipment, services and management, and shall achieve Completion within the Contract Time.

#### **8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES**

##### **8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)**

If Contractor exercises due diligence, but the critical path schedule of the Work is unavoidably delayed due to acts of God, acts of public enemy, acts of the Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually severe weather, or delays of subcontractors due to such causes, the Owner shall extend the Contract Time if Contractor complies with Section 4.5 and Article 7. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

##### **8.4.2 COMPENSABLE DELAY (TIME AND MONEY)**

Compensable delays are those excusable delays for which Contractor is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not

*completion* of the Project for each calendar day of delay in the amount set forth in Article III of the Contractor's Agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer for such delayed completion of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Contractor's Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day that *completion* of the Project is delayed as a result of Contractor caused delays to any other contractor's completion of their work.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see sections 3.7.4, 3.16 and 6.2.3 herein.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that Contractor cannot or will not complete the Work within the Contract Time, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Contract provisions regarding time of Completion and liquidated damages.

#### **8.5 GOVERNMENT APPROVALS**

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

### **ARTICLE 9**

#### **PAYMENTS AND COMPLETION**

##### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction



and supported by the following or such portion thereof as the applicable entity requires:

- A. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- B. The amount being requested with the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- C. The balance that will be due to each of such entities after said payment is made;
- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The Owner approved additions to and subtractions from the Contract Sum and Time;
- F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);
- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- H. The percentage of Completion of the Contractor's Work by line item;
- I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason; and
- J. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

### **9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT**

As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the

quantity of the Work;

- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## 9.5 DECISIONS TO WITHHOLD PAYMENT

### 9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.
- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or within the Contract Time;
- E. Damage to the property or work of the Owner, another contractor, or

section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Owner is withholding amounts from the payment. To claim wrongful withholding by the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Owner within thirty (30) days of receipt of the notice, and Owner shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Owner's response, Contractor shall timely submit a Claim pursuant to Section 4.5.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

**9.5.2 PAYMENT AFTER CURE**

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

**9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD**

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

#### **9.6.5 PAYMENT TO SUPPLIERS**

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

#### **9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE**

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

#### **9.6.7 JOINT CHECKS**

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

### **9.7 COMPLETION OF THE WORK**

#### **9.7.1 CLOSE-OUT PROCEDURES**

When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds and the documents described in Sections 9.3 and 9.9). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List work is complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Contractor of any items that are not complete or correct. Contractor shall promptly complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner's governing body may formally accept the Work as Complete

### 9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be fulfilled:

- A. The Work shall be Complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.
- B. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor delivered them to the Owner.
- C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.
- D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

### 9.9.3 RELEASE OF RETAINAGE

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account. Owner shall release the undisputed retainage within sixty (60) days after Completion of the Work. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

### **10.1.3 COOPERATION**

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

### **10.1.4 ACCIDENT REPORTS**

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

### **10.1.5 FIRST-AID SUPPLIES AT SITE**

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

## **10.2 SAFETY OF PERSONS AND PROPERTY**

### **10.2.1 THE CONTRACTOR**

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

### **10.2.2 CONTRACTOR NOTICES**

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

#### **10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS**

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

#### **10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES**

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

#### **10.3.6 SITE ACCESS**

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

#### **10.3.7 PROTECTION OF MATERIALS**

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

### **10.4 EMERGENCIES**

#### **10.4.1 EMERGENCY ACTION**

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency

expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, Owner does not waive any immunities.

#### **10.5.4 NATURALLY OCCURRING ASBESTOS**

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health (Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

#### **10.5.5 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR**

In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

#### **10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION**

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

#### **10.5.7 ARCHEOLOGICAL MATERIALS**

In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.



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If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

#### **11.1.3 OWNER'S INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

#### **11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

#### **11.1.5 WORKERS' COMPENSATION INSURANCE**

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the

respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

#### **11.1.8 FIRE INSURANCE**

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

#### **11.1.9 OTHER INSURANCE**

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

#### **11.1.10 PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.

## ARTICLE 12

### UNCOVERING AND CORRECTION OF WORK

#### 12.1 UNCOVERING OF WORK

##### 12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

##### 12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

#### 12.2 CORRECTION OF WORK; WARRANTY

##### 12.2.1 CORRECTION OF REJECTED WORK

The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

##### 12.2.2 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

##### 12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days

law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related work shall be accepted that is not in conformance with the Contract Documents.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

#### **13.2 SUCCESSORS AND ASSIGNS**

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### **13.3 WRITTEN NOTICE**

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

#### **13.4 RIGHTS AND REMEDIES**

##### **13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE**

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

##### **13.4.2 NO WAIVER**

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a

### **13.5.6 COSTS FOR RETESTING**

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

### **13.5.7 COSTS FOR PREMATURE TEST**

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

### **13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## **13.6 [INTENTIONALLY LEFT BLANK]**

## **13.7 TRENCH EXCAVATION**

### **13.7.1 TRENCHES GREATER THAN FIVE FEET**

Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

### **13.7.2 EXCAVATION SAFETY**

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

### **13.7.3 NO TORT LIABILITY OF OWNER**

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the

wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor. Labor Code section 1777.1 shall also apply.

#### **13.8.6 MINIMUM WAGE RATES**

Any worker employed to perform Work on the Contract, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

#### **13.8.7 PER DIEM WAGES**

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

#### **13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES**

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

#### **13.9 RECORD OF WAGES PAID: INSPECTION**

##### **13.9.1 APPLICATION OF LABOR CODE**

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement (of the DIR) shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement (of the DIR), these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

#### 13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 *Apprenticeable Craft or Trade.* "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which



other things:

(a) If a Contractor or Subcontractor willfully fails to comply, the Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of One Hundred Dollars (\$100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

### **13.11 ASSIGNMENT OF ANTITRUST CLAIMS**

#### **13.11.1 APPLICATION**

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner

act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

## 14.2 TERMINATION BY THE OWNER FOR CAUSE

### 14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

### 14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject

may have a mutually agreed fixed or percentage fee.

#### **14.3.2 TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

#### **14.4 NOT A WAIVER**

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

#### **14.5 MUTUAL TERMINATION FOR CONVENIENCE**

The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

#### **14.6 EARLY TERMINATION**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

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

#### **3.5 The Gas Company – Line Extension Contract**



A Sempra Energy utility™

Applicant: <b>TIPTON ELEMENTARY SCHOOL DISTRICT</b>	Fax: <b>0</b>
Contact: <b>FAUSTO MARTIN</b>	Tel: <b>5597524213</b>
From: <b>JACOB GUZMAN</b>	Fax: <b>6613991831</b>
Email Address: <b>JGUZMAN3@SEMPRAUTILITIES.COM</b>	Address: <b>1510 N CHESTER AVE</b>
	City/ST/Zip: <b>BAKERSFIELD CA 93308 2559</b>
	Tel: <b>6612000853</b>
	Date: <b>2/21/2018</b>

The project planning and cost estimating for Project# **211614** has been completed and included with this letter. Under the Line Extension Rules, you have agreed to have SoCalGas perform the following gas facility installation:

Install 2" Gas Service. Cut and Bore. Crew to Excavate and backfill.

SoCalGas estimated construction costs, (prior to applicable allowance, site prep fees & taxes) are broken down as follows:

Main	0
Stub	0
Service	9052.07
MSA	2419.27

Please execute your Line Extension contract and return by email or fax to the following:

Email: [NBProcess-Northern@semprautilities.com](mailto:NBProcess-Northern@semprautilities.com)  
Fax: 1-866-232-4425

- If payment is due, please remit payment with Exhibit A Stub to:

Southern California Gas Company  
Sundry Billing ML 711D  
P.O. Box 2007  
Monterey Park, CA 91754-0957

Construction cannot begin until your signed Line Extension Contract documents and payment have been received and recorded by SoCalGas.

If you have any questions regarding this matter, please reply via email or fax to the above listed.

Thank you,

Southern California Gas Company  
New Business Process Team



**Reference:**

Gas Company Project #: 00000211614

Project Location: 370 NORTH EVANS ROAD TIPTON

02/22/2018

FAUSTO MARTIN

TIPTON ELEMENTARY SCHOOL DISTRICT  
370 NORTH EVANS ROAD  
TIPTON, CA 93272

**Project Scope:**

Non-Residential, commercial, project located at and , in the City of Tipton, County of Tulare.

Install Service, Meter, Service Reinforcement to the specified location in Company provided trench.

The engineering required for the installation of the gas facilities as described above in the Project Scope, based on the information you have provided us, has been completed. The attached "Exhibit A" dated 02/22/2018 details the estimated costs and allowances, and also indicates any advances and contributions, if required at this time.

Please provide us with an address list for the property, if applicable, including any internal apartment or unit numbers or letters as quickly as possible. This will assist us in providing timely installation of the requested gas meters and/or refunds of your refundable advances.

To acknowledge your receipt of the Exhibit A, confirmation of the scope of the Project, and receipt and agreement with the enclosed General Conditions, please have this letter executed by your authorized representative(s) (owner or corporate officer) and return all pages to The Gas Company representative listed below. Your return of the executed copy of this letter plus any required advance will constitute your request to The Gas Company to schedule the installation and your agreement to Exhibit A and the General Conditions. Timely return of this letter will ensure that your construction is not delayed. A copy of the letter has been provided for your records.

Thank you for this opportunity to provide you with natural gas to serve your energy requirements. We are pleased to have you as a Gas Company customer and want to provide you with the best possible service. If you have any questions, please contact me at (661) 200-0853.

Sincerely,

JACOB GUZMAN  
FLD PLNG ASSOC  
1510 N CHESTER AVE  
BAKERSFIELD, CA 93308-2559

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**SOUTHERN CALIFORNIA GAS COMPANY - GENERAL CONDITIONS FOR LINE EXTENSIONS**

These are the general conditions under which Southern California Gas Company ("The Gas Company") will provide line extensions for Applicants.

**I. COSTS**

A. Estimates and Duration. The enclosed Exhibit A estimate is valid for 90 days and may be revised after that time if the installation of gas facilities for the Project has not begun. Once The Gas Company begins the installation, the estimated cost will remain in effect for 12 months. If at the end of the twelve months the work is not complete, The Gas Company reserves the right to calculate

its costs for the work completed, less applicable allowances, and issue a new project and Line Extension Contract for the remaining installation work. If additional monies are due, Applicant agrees to pay them within 30 days after invoice. Applicant will be responsible for costs of engineering, planning, surveying, right of way acquisition and other associated costs.

B. Allowances. Applicant(s) receiving allowances as an offset to the installation costs are responsible for these costs and may be billed subject to the following: line extension(s) where allowances have been granted to the Applicant based on future gas load(s) must have the gas meter(s) installed and turned on with bona fide load within six (6) months for main/main and service(s) installations and twelve (12) months for service(s) only installations. These time frames commence from the date The Gas Company completed the installation of gas facilities. If Applicant fails to comply, the Applicant will be billed for the difference between estimated allowances and authorized allowances, as described in Tariff Rules 20 and/or 21. The bill amount will include Income Tax Component Contribution and Advances (ITCCA/CIAC) Tax. Applicant requested temporary service(s) are fully collectible. Refunds shall be made and calculated in accordance with Rule 22.

C. Attorneys Fees and Offset. If The Gas Company is required to bring an action to collect monies due or to enforce any other right or remedy, Applicant agrees that The Gas Company is entitled to recover its reasonable attorneys' fees and costs. The Gas Company may withhold from any payments due Applicant any amounts Applicant owes The Gas Company.

## II. INDEMNITY

A. General. Applicant shall indemnify and hold The Gas Company harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of The Gas Company or Applicant, injury to property of The Gas Company, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorneys' fees) arising out of the performance of this Contract, except only for liability to the extent it is caused by the negligence or willful misconduct of The Gas Company.

B. Environmental. Applicant shall indemnify and hold The Gas Company harmless from and against any and all liability (including attorneys' fees) arising out of or in any way connected with the violation or compliance with of any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Project site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of The Gas Company's work performed ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Applicant and The Gas Company, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that The Gas Company may stop work, terminate it, redesign the gas facilities to a different location, or take other action reasonably necessary to complete its work without incurring any Pre-Existing Environmental Liability.

C. Withhold Rights. In addition to any other rights to withhold, The Gas Company may withhold from payments due Applicant such amounts as, in The Gas Company's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provisions.

## III. WARRANTY

The Gas Company requires that Applicant warrant all materials and workmanship performed by Applicant (directly or through a contractor other than The Gas Company) shall be free of all defects and fit for their intended purpose. A one-year warranty on any materials and a two-year warranty on any installation work provided are required. If Applicant's work or materials fail to conform to the warranty, Applicant shall reimburse The Gas Company for the total cost of repair and/or replacement or The Gas Company may give Applicant the opportunity to fix within a reasonable time such defect(s). Such reimbursements are non-refundable and the amount of such reimbursements may be withheld by The Gas Company and offset against refundable amounts owed Applicant.

## IV. TARIFF RULES / COMMISSION

A. This Line Extension Contract ("Contract") consists of and incorporates by reference the line extension contract letter, Exhibits A, General Conditions and all of The Gas Company's applicable tariff schedules and rules as filed from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, the Preliminary Statement and Rules 1, 2, 4, 9, 13, 20, 21 and 22. Copies of these rules may be obtained by visiting the SoCalGas' Internet site at [www.socalgas.com](http://www.socalgas.com) or by requesting copies from your Gas Company representative.

B. This contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

C. No agent of The Gas Company has authority to make any terms or representations not contained in this Contract and the tariff schedules and Applicant hereby waives them and agrees neither The Gas Company nor Applicant shall be bound by them.

**V. JOINT AND SEVERAL LIABILITY**

Where two or more parties are Applicants for a Project, The Gas Company shall direct all communications, bills and refunds to the designated Applicant, but all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

**VI. STUB EXTENSIONS**

Stub costs are refundable only to the extent the allowances generated by stub extensions exceed the main to meter installation costs, and only for ten years from the date of the stub installation. Refunds will be made without interest, and no refund will be made in excess of the amount advanced.

**VII. AUTHORIZED SIGNATURE**

If Applicant is a corporation, partnership, joint venture, or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture, or individuals as the case may be.

My signature below represents my agreement and acceptance of the Project confirmation, Exhibit A and Southern California Gas Company's General Conditions For Line Extension. I acknowledge and agree that The Gas Company's cost and allowance estimates for this Project were based on information provided by me or my authorized representative. I further acknowledge and agree that my signature represents my/my company's agreement and understanding that subsequent changes in Project scope may affect the installation price **and further, that if allowances have been granted, an additional contribution may be required if the future loads on which the allowances were based do not materialize.**

APPLICANT: **TIPTON ELEMENTARY SCHOOL DISTRICT**

By:

Anthony Hernandez  
(Authorized Signature)



Address:

(Future bills, refunds, and correspondence will be mailed to the address given)

370 N. EVANS

PO BOX 787

Tipton CA 93272

Anthony Hernandez  
(Print Name)

Title:

Telephone:

Co-Superintendent of Business

559-752-4213

Date:

Social Security or Federal Tax ID No.

2-22-18

No. 91-1883652

Contract will be returned if entire section above is not complete



Date Mailed  
02/22/2018

Project ID 00000211614

**Exhibit A**

**COST AND ALLOWANCE CALCULATION (ESTIMATES)**

(x) Trenching by Company      (x) Gas Only Trench

\$ <u>11471.34</u>	-	\$ <u>0.00</u>	-	\$ <u>11408.93</u>	=	\$ <u>62.41</u>
<b>Project Cost</b>		<b>* Site Preparation</b>		<b>Allowance Applied</b>		
Advance Required (Refundable)						\$ <u>0.00</u>
Advance Required (Non-Refundable)						\$ <u>62.41</u>
ITCCA (CIAC Tax)		\$ <u>62.41</u>	<b>X</b>	<u>24 %</u>	=	\$ <u>14.98</u>
Payment Received						\$ <u>0.00</u>
<b>Total Amount Due</b>						\$ <u>77.39</u>

\* Site preparation reimbursement for applicant provided trench will be treated per Tariff Rules 20 & 21 and payments, if any, will be based on the agreed upon price per foot times the actual footage of the trench used.

Form 3905-D, Effective 09/05

Line Extension Contract #: 00000211614-1

Detach and return this portion with your payment.

Date Mailed  
02/22/2018

**THIS BILL IS NOW DUE AND PAYABLE**



A Sempra Energy utility

TIPTON ELEMENTARY SCHOOL DISTRICT  
370 NORTH EVANS ROAD  
TIPTON, CA 93272

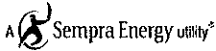
NBMS Project ID 00000211614-1

PLEASE PAY THIS AMOUNT	77.39
------------------------	-------

9200021161401000000000773930000

92 000211614 3

Line Extension Contract



An Important Safety Bulletin From Southern California Gas Company  
**Information on Natural Gas Odorant**

Dear Applicant,

You have requested natural gas service or an upsized meter to the location referenced by the project number above. **The purpose of this notice is to provide contractors who work on natural gas piping, appliances and equipment, and consumers of natural gas service with additional safety information on natural gas odorant and the potential for odor fade.**

**Natural Gas Odorant:** SoCalGas adheres to Department of Transportation (DOT) and California Public Utilities Commission (CPUC) rules and regulations regarding the odorizing of natural gas. SoCalGas adds an odorant to give natural gas a distinctive odor so leaks can be more readily detected. However, you should not rely on your sense of smell alone to determine if you have a gas leak. Even though a distinctive odorant is present in the gas to assist in the detection of leaks, there are a number of reasons why your sense of smell might not be enough to alert you to the presence of a natural gas leak. For example, some persons may not be able to detect the odor because they have a diminished sense of smell or are experiencing olfactory fatigue (temporary, normal inability to distinguish odor after a prolonged exposure to it). Some physical conditions, including common colds, sinus conditions, allergies, eating certain foods, inattentiveness, and the use of tobacco, alcohol, drugs and certain medications may lessen the ability to smell the odor. In addition, the odor may be masked or hidden by other odors that are present, such as cooking, damp, musty or chemical odors. And, certain conditions in pipe and soil may cause the odor to fade to undetectable levels of smell.

**Natural Gas Odor fade (loss of odorant):** "Odor fade" refers to the phenomenon in which physical and/or chemical processes cause the loss of odorant in natural gas so that its distinctive odor may no longer be detectable by smell. The processes that cause odor fade are adsorption, absorption, oxidation, or any combination thereof. Adsorption occurs when odorant molecules adhere to an exposed surface, such as the interior wall of a steel pipe. In absorption, odorant molecules are dissolved into or combined with another substance - such as cutting oil, pipeline liquids, or pipe thread compound - causing the odorant to have less odor. Oxidation occurs when rust or other compounds react with the odorant to change its chemical composition so that it's less odorous.

In natural gas piping systems, odor fade occurs predominantly in new steel pipe - steel pipe that has either been recently manufactured or which has not been previously used for odorized natural gas. Odor fade can also occur in previously used or existing gas pipe under certain conditions, such as where rust is present or when gas flow is limited or intermittent. Odor fade may also occur in pipe made of other materials. While it is often more pronounced in pipe installations of larger diameter and longer length, odor fade can also occur in smaller and shorter pipe configurations.

A number of factors can cause or contribute to odor fade. For example, odor fade is more likely to occur in gas piping systems using higher gas pressure, and where there is little, intermittent or no gas flow. The presence of rust, mill scale, moisture, air, cutting oil, pipe thread compound, liquids, condensates and other substances in pipe and other components of gas piping systems can cause odor fade. Care should be taken in the selection and use of pipe to be utilized in natural gas piping systems. Such systems should be designed and configured to ensure that there is a continuous flow of gas through the entire system. In addition, care should be taken in the construction of such systems or when fabricating gas pipe to prevent the introduction of substances that may contribute to odor fade.

New pipeline installations or additions of new piping segments may require the odor conditioning of the pipe before it is placed into service to prevent occurrences of odor fade. This may be accomplished by extended purges of natural gas through the pipe or by direct odorant injection. Where necessary, the gas piping system may require repeat instances of conditioning and/or modification of the system - such as by stepping down pressure or reconfiguring the piping to ensure continuous gas flow - to prevent repeat occurrences of odor fade.

If a gas leak occurs in underground piping, the surrounding soil or fresh concrete can adsorb or oxidize the odorant so that the gas no longer has an odor. As a result, gas leaking from an underground pipe may not be detectable by smell.

**ODOR CONDITIONING, PURGING AND OTHER CONTROLLED RELEASES OF NATURAL GAS SHOULD ONLY BE PERFORMED BY QUALIFIED GAS PROFESSIONALS.**



Project # 211614

A Sempra Energy utility<sup>®</sup>

**Signs of a Natural Gas Leak:** In addition to the distinctive odor of natural gas, other signs of a gas leak may include: a damaged connection to a gas appliance; an unusual sound such as a hissing, whistling or roaring sound near a gas appliance or pipeline; dead or dying vegetation in an otherwise moist area over or near pipeline areas; a fire or explosion near a pipeline; dirt or water being blown in the air. Bubbling pools of water on the ground; or an exposed pipeline after an earthquake, fire, flood or other natural disaster.

**Purges and Other Planned Releases of Natural Gas:** Purging of gas lines, blow-downs and other planned releases of natural gas should only be performed by qualified gas professionals. Such gas release operations should only be performed in well-ventilated areas or by safely venting the contents of gas lines and equipment to the outside atmosphere away from people, animals, structures and sources of ignition. All possible ignition sources should be extinguished before and during such operations. Consider using gas detection equipment during all gas release operations to prevent gas from accumulating and creating a combustible or hazardous atmosphere.

**DO NOT RELEASE THE CONTENTS OF A GAS LINE INTO A CONFINED SPACE**

The National Fuel Gas Code, the California Plumbing and Mechanical Codes, applicable Building and Safety Codes and local Departments of Building and Safety should be consulted for more information and before gas release operations begin. When installing gas appliances and/or equipment, the manufacturer's instruction manual should be followed in conjunction with the local code authority.

**ANY RELEASE OF NATURAL GAS PRESENTS THE POTENTIAL FOR EXPLOSION AND FIRE THAT COULD RESULT IN SERIOUS INJURY AND DEATH. PUGING AND OTHER RELEASES OF NATURAL GAS SHOULD ONLY BE PERFORMED BY QUALIFIED GAS PROFESSIONALS AND REQUIRES THE EXERCISE OF EXTREME CAUTION.**

Please be sure to provide this letter to and discuss its contents with those that will be using natural gas at this location as well as to the design professionals, contractors, and others working with you or on your behalf to design, install, place into service, maintain, replace and/or repair the consumer's gas piping, regulators, appliances, fixtures, equipment and apparatus.

If you have any questions or concerns regarding any of the above, or require further assistance, please contact a licensed, qualified professional. You may also visit our website at [www.sdge.com/safety/naturalgas](http://www.sdge.com/safety/naturalgas) for more information.

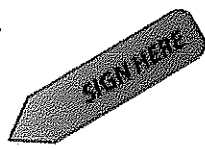
**In order to proceed with your project, please print your name and provide your signature and date on the provided lines below, acknowledging receipt of this safety bulletin. Please return the signed letter in the envelope provided.**

We appreciate this opportunity to serve you.

**SOUTHERN CALIFORNIA GAS COMPANY**

Anthony Hernandez  
(Print Name)

[Signature]  
(Signature)



2-22-18  
(Date)

**Applicant signature acknowledges receipt of this notice**



A  Sempra Energy utility®

JACOB GUZMAN  
SoCalGas Planner  
1510 N CHESTER AVE  
BAKERSFIELD CA 93308 2559  
(661) 200-0853 (phone)  
(661) 399-1831 (fax)

02/22/18

Applicant TIPTON ELEMENTARY SCHOOL DISTRICT  
370 NORTH EVANS ROAD TIPTON CA 93272

Contact: FAUSTO MARTIN  
5597524213

Project # 211614

Location: 370 NORTH EVANS ROAD TIPTON

Subject: Grade & Riser Setback

Accurate finish grade and riser locations are necessary to complete the integrity of the gas installation. The Gas Company installation crew will install the gas risers to the location and grade that developer provides. In the event of a location or grade change, or any other reason that a riser location is deemed to be unsatisfactory, such as, too close to an air conditioner, or too close to a source of ignition, etc., all relocating costs incurred are the responsibility of the developer.

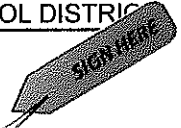
Thank you for your cooperation.

Tract # 0

Developer TIPTON ELEMENTARY SCHOOL DISTRICT

MEO # 0

Signature   
(Developer/Tract Superintendent)



**4. ADMINISTRATIVE: Action items:**

**4.1 Quarterly Board Policy Update December 2017**

**CHARTER SCHOOL AUTHORIZATION**

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition for a start-up charter school to be established within the district. In addition, an existing district school may be converted to a charter school when deemed beneficial by the district and community. (Education Code 47605, 47606, 53300)

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, he/she also may meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

*(cf. 9320 - Meetings and Notices)*

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

**Approval of Petition**

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to schools best able to provide

## **CHARTER SCHOOL AUTHORIZATION** (continued)

comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

*(cf. 0420.42 - Charter School Renewal)*

*(cf. 0420.43 - Charter School Revocation)*

The Board shall ensure that any approved charter contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.

*(cf. 0420.41 - Charter School Oversight)*

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

### **Denial of Petition**

The Board shall deny any petition to authorize the conversion of a private school to a charter school. The Board shall also deny any petition for a charter that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605)

Any other charter petition shall be denied only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

**CHARTER SCHOOL AUTHORIZATION** (continued)

3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

*Legal Reference: (see next page)*



**CHARTER SCHOOL AUTHORIZATION (continued)**

*Legal Reference:*

EDUCATION CODE

200 *Equal rights and opportunities in state educational institutions*  
220 *Nondiscrimination*  
17078.52-17078.66 *Charter schools facility funding; state bond proceeds*  
17280-17317 *Field Act*  
17365-17374 *Field Act, fitness for occupancy*  
33126 *School Accountability Report Card*  
41365 *Charter school revolving loan fund*  
42238.51-42238.2 *Funding for charter districts*  
44237 *Criminal record summary*  
44830.1 *Certificated employees, conviction of a violent or serious felony*  
45122.1 *Classified employees, conviction of a violent or serious felony*  
46201 *Instructional minutes*  
47600-47616.7 *Charter Schools Act of 1992*  
47640-47647 *Special education funding for charter schools*  
47650-47652 *Funding of charter schools*  
49011 *Student fees*  
51745-51749.6 *Independent study*  
52052 *Numerically significant student subgroup, definition*  
52060-52077 *Local control and accountability plan*  
56026 *Special education*  
56145-56146 *Special education services in charter schools*

CORPORATIONS CODE

5110-6910 *Nonprofit public benefit corporations*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

CODE OF REGULATIONS, TITLE 5

11700.1-11705 *Independent study*

11960-11968.5.5 *Charter schools*

CODE OF REGULATIONS, TITLE 24

Part 2 *California Building Standards Code*

UNITED STATES CODE, TITLE 20

7223-7225 *Charter schools*

COURT DECISIONS

*Ridgecrest Charter School v. Sierra Sands Unified School District*, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

89 *Ops. Cal. Atty. Gen.* 166 (2006)

80 *Ops. Cal. Atty. Gen.* 52 (1997)

78 *Ops. Cal. Atty. Gen.* 297 (1995)

*Management Resources: (see next page)*

## CHARTER SCHOOL AUTHORIZATION (continued)

### *Management Resources:*

#### CSBA PUBLICATIONS

Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Charter School Authorization: Guidance and Technical Assistance for Prospective Charter School Authorizers, Webinar 2014

#### U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers, May 2000

#### WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

**CHARTER SCHOOL AUTHORIZATION**

**Petition Signatures**

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

*(cf. 4116 - Probationary/Permanent Status)*

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

**Advisory Committee**

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

*(cf. 2230 - Representative and Deliberative Groups)*

**Components of Charter Petition**

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against a student on the basis of characteristics listed in Education Code 220. It shall also contain reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals

**CHARTER SCHOOL AUTHORIZATION** (continued)

identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.
3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

**CHARTER SCHOOL AUTHORIZATION** (continued)

5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceed the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.
10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

**CHARTER SCHOOL AUTHORIZATION** (continued)

15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
  - a. Designation of a responsible entity to conduct closure-related activities
  - b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
    - (1) The effective date of the closure
    - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
    - (3) The students' districts of residence
    - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
  - c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
  - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
  - e. Transfer and maintenance of personnel records in accordance with applicable law
  - f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school

**CHARTER SCHOOL AUTHORIZATION** (continued)

- g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate

*(cf. 7160 - Charter School Facilities)*

2. The manner in which administrative services of the school are to be provided
3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

**Location of Charter School**

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

**CHARTER SCHOOL AUTHORIZATION** (continued)

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.



**ADVERTISING AND PROMOTION**

The Governing Board establishes this policy to ensure effective and consistent standards for advertisements and promotions by nonschool groups in school-sponsored publications, on district and school web sites and social media, and on school facilities and grounds. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

- (cf. 1113 - District and School Web Sites)*
- (cf. 1114 - District-Sponsored Social Media)*
- (cf. 1330 - Use of School Facilities)*
- (cf. 5145.2 - Freedom of Speech/Expression)*
- (cf. 6145.5 - Student Organizations and Equal Access)*

**OPTION 2: Limited Public Forum**

The Board desires to promote positive relationships between district schools and the community in order to enhance community partnerships, support, and involvement in the schools. The Superintendent or designee may, consistent with the criteria established in this policy, approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*
- (cf. 6162.8 - Research)*

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

- (cf. 1700 - Relations Between Private Industry and the Schools)*

3. Paid advertisements on school property, including, but not limited to, advertisements on school buildings, athletic fields, scoreboards, and billboards

**ADVERTISING AND PROMOTION (continued)**

4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media

5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

*(cf. 3290 - Gifts, Grants and Bequests)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

### **Criteria for Approval**

The Superintendent, principal, or designee shall not accept for distribution, or allow on school property, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools
3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

*(cf. 1160 - Political Processes)*

*(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)*

BP 1325(c)

### **ADVERTISING AND PROMOTION (continued)**

4. Contain prayer or proselytizing language
5. Position the district on any side of a controversial issue

*(cf. 6144 - Controversial Issues)*

6. Discriminate against, attack, or denigrate any group on account of any unlawful consideration

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

7. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.62 - Tobacco)*

8. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5030 - Student Wellness)*

9. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

*(cf. 1321 - Solicitation of Funds from and by Students)*

10. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee may also consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

*(cf. 0000 - Vision)*

BP 1325(d)

## **ADVERTISING AND PROMOTION** (continued)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

*Legal Reference:*

EDUCATION CODE

7050-7058 *Political activities of school officers and employees*

35160 *Authority of governing boards*

35160.1 *Broad authority of school districts*

35172 *Promotional activities*

38130-38139 *Civic Center Act*

49430-49434 *The Pupil Nutrition, Health, and Achievement Act of 2001, especially:*

49431.9 *Advertisement of non-nutritious foods*

BUSINESS AND PROFESSIONS CODE

25664 *Advertisements encouraging minors to drink*

CALIFORNIA CONSTITUTION

Article 1, Section 2 *Free speech rights*

U.S. CONSTITUTION

Amendment 1, *Freedom of speech and expression*

UNITED STATES CODE, TITLE 42

1751-1769j *School Lunch Program*

1773 *School Breakfast Program*

COURT CASES

Hills v. Scottsdale Unified School District, (2003) 329 F.3d 1044

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) 131 F.3d 241

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Bright v. Los Angeles Unified School District, (1976) 18 Cal. 3d 450

Lehman v. Shaker Heights, (1974) 418 U.S. 298

*Management Resources:*

WEB SITES

CSBA: <http://www.csba.org>

Policy  
adopted:

CSBA MANUAL MAINTENANCE SERVICE  
December 2017

**BUDGET**

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3300 - Expenditures and Purchases)*  
*(cf. 3460 - Financial Reports and Accountability)*  
*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

**Budget Development and Adoption Process**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

*(cf. 9320 - Meetings and Notices)*  
*(cf. 9322 - Agenda/Meeting Materials)*  
*(cf. 9323 - Meeting Conduct)*

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting scheduled on a date after the public hearing on the budget, the Board shall, following its adoption of the LCAP or an annual update to the LCAP, adopt the budget. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

**BUDGET** (continued)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

*(cf. 1340 - Access to District Records)*

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**Budget Advisory Committee**

**OPTION 1:** The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 2230 - Representative and Deliberative Groups)*

*(cf. 3350 - Travel Expenses)*

*(cf. 9130 - Board Committees)*

*(cf. 9140 - Board Representatives)*

**Budget Criteria and Standards**

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control

## **BUDGET** (continued)

funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - *Free and Reduced Price Meals*)  
(cf. 6173.1 - *Education for Foster Youth*)  
(cf. 6174 - *Education for English Learners*)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - *Administrative Discretion Regarding Board Policy*)  
(cf. 3110 - *Transfer of Funds*)

### **Fund Balance**

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.
3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

## **BUDGET (continued)**

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

### **Reserve Balance**

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year that the district is notified by the Superintendent of Public Instruction that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds. (Education Code 41202, 42127.01)

### **Long-Term Financial Obligations**

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to,  
BP 3100(e)



## **BUDGET (continued)**

long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 7210 - Facilities Financing)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

### **Budget Amendments**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget

## **BUDGET (continued)**

are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

### *Legal Reference:*

#### EDUCATION CODE

*1240 Duties of county superintendent of schools*

*33127-33131 Standards and criteria for local budgets and expenditures*

*41202 Determination of minimum level of education funding*

*42103 Public hearing on proposed budget; requirements for content of proposed budget*

*42122-42129 Budget requirements*

*42130-42134 Financial certifications*

*42140-42141 Disclosure of fiscal obligations*

*42238-42251 Apportionments to districts, especially:*

*42238.01-42238.07 Local control funding formula*

*42602 Use of unbudgeted funds*

*42610 Appropriation of excess funds and limitation thereon*

*45253 Annual budget of personnel commission*

*45254 First year budget of personnel commission*

*52060-52077 Local control and accountability plan*

#### GOVERNMENT CODE

*7900-7914 Appropriations limit*

#### CODE OF REGULATIONS, TITLE 5

*15060 Standardized account code structure*

*15440-15451 Criteria and standards for school district budgets*

*15494-15496 Local control funding formula, expenditures*

*Management Resources: (see next page)*

## BUDGET (continued)

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

#### FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

#### GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

#### GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

#### WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

**FIREARMS ON SCHOOL GROUNDS**

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement and other appropriate individuals and agencies to address the security of school campuses.

*(cf. 3515 - Campus Security)*  
*(cf. 3515.2 - Disruptions)*  
*(cf. 3515.3 - District Police/Security Department)*  
*(cf. 4158/4258/4358 - Employee Security)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*

Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9. *School grounds* include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)

If a district employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.

The prohibition against the possession of firearms on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 1112 - Media Relations)*  
*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

*Legal Reference:*

EDUCATION CODE

32281 *Comprehensive safety plan*  
38001.5 *District security officers; requirements if carry firearm*

PENAL CODE

626.9 *Gun Free School Zone Act*  
830.32 *District police department; district decision to authorize carrying of firearm*  
16150 *Definition of ammunition*  
16520 *Definition of firearm*  
26150-26225 *Concealed weapons permit*  
30310 *Prohibition against ammunition on school grounds*

UNITED STATES CODE, TITLE 18

921 *Definitions, firearms and ammunition*  
922 *Firearms, unlawful acts*  
923 *Firearm licensing*

UNITED STATES CODE, TITLE 20

7961 *Gun-Free Schools Act; student expulsions for possession of firearm*

*Management Resources: (see next page)*

**FIREARMS ON SCHOOL GROUNDS** (continued)

*Management Resources:*

WEB SITES

*Office of the Attorney General: <https://oag.ca.gov/firearms>*

**FACILITIES INSPECTION**

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, he/she shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. **Gas Leaks:** Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. **Mechanical Systems:** Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. **Windows and Doors:** Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. **Fences and Gates:** Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. **Interior Surfaces (walls, floors, ceilings):** Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. **Hazardous Materials:** Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.

*(cf. 3514 - Environmental Safety)*

7. **Structures:** Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. **Fire Safety and Emergency Equipment:** Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.

**FACILITIES INSPECTION** (continued)

9. **Electrical Systems:** Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
10. **Lighting:** Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. **Pest/Vermin Infestation:** No visible or odorous indicators of pest or vermin infestation are evident.
12. **Drinking Fountains:** Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. **Restrooms:** Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.  
  
In addition, in a school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)
14. **Sewers:** The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
15. **Roofs:** Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.
16. **Drainage:** School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.

**FACILITIES INSPECTION** (continued)

17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

*(cf. 0510 - School Accountability Report Card)*

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

*Legal Reference: (see next page)*



**FACILITIES INSPECTION (continued)**

*Legal Reference:*

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5-35292.6 School maintenance

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

UNITED STATES CODE, TITLE 42

300f-300j-27 Safe Drinking Water Act

*Management Resources:*

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

*Facility Inspection Tool Guidebook, February 2008*

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

*Facility Inspection Tool: School Facility Conditions Evaluation*

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

Coalition of Adequate School Housing: <http://www.cashnet.org>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

## **All Personnel**

BP 4119.21(a)

4219.21

## **PROFESSIONAL STANDARDS**

4319.21

The Governing Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the district, advances the goals of the district's educational programs, and contributes to a positive school climate.

*(cf. 0200 - Goals for the School District)*

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

*(cf. 5131 - Conduct)*

*(cf. 5137 - Positive School Climate)*

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

*(cf. 2111 - Superintendent Governance Standards)*

*(cf. 9005 - Governance Standards)*

Each employee is expected to acquire the knowledge and skills necessary to fulfill his/her responsibilities and to contribute to the learning and achievement of district students.

*(cf. 4112.2 - Certification)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

## **Inappropriate Conduct**

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515.7 - Firearms on School Grounds)*

*(cf. 4158/4258/4358 - Employee Security)*

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 5131.2 - Bullying)*

**PROFESSIONAL STANDARDS** (continued)

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

*(cf. 3515.2 - Disruptions)*

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

*(cf. 3513.3 - Tobacco-Free Schools)*

*(cf. 3513.4 - Drug and Alcohol Free Schools)*

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records
10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information

*(cf. 3580 - District Records)*

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

**PROFESSIONAL STANDARDS** (continued)

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

*(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)*

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

*(cf. 4040 - Employee Use of Technology)*

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

*(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)*

**Reports of Misconduct**

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

**PROFESSIONAL STANDARDS** (continued)

*(cf. 4117.7/4317.7 - Employment Status Reports)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

**Notifications**

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

*(cf. 1113 - District and School Web Sites)*  
*(cf. 5145.6 - Parental Notifications)*

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination  
44050 Employee code of conduct; interaction with students  
44242.5 Reports and review of alleged misconduct  
48980 Parental notifications

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act  
CODE OF REGULATIONS, TITLE 5  
80303 Reports of dismissal, resignation and other terminations for alleged misconduct  
80331-80338 Rules of conduct for professional educators

*Management Resources: (see next page)*

**PROFESSIONAL STANDARDS** (continued)

*Management Resources:*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

*California Professional Standards for Educational Leaders, February 2014*

*California Standards for the Teaching Profession, 2009*

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

*Professional Standards for Educational Leaders, 2015*

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

*Code of Ethics of the Education Profession, 1975*

WESTED PUBLICATIONS

*Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003*

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

WestEd: <http://www.wested.org>

**All Personnel**

AR 4144(a)

4244

**COMPLAINTS**

4344

The procedure specified in this administrative regulation shall be used to investigate and resolve any complaint by an employee alleging misapplication of the district's policies, regulations, rules, or procedures or for "whistleblower" complaints by an employee or job applicant regarding an improper district activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

Any of the time limits specified in the following procedure may be extended by written agreement between the district and complainant.

**Step 1: Informal Complaint Process**

Prior to instituting a formal, written complaint, the employee shall first discuss the issue with his/her supervisor or the principal of the school where the alleged act took place. Formal complaint procedures shall not be initiated until the employee has first attempted to resolve the complaint informally.

**Step 2: Site Level Formal Complaint Process**

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered resolved on the basis of the preceding step.

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

**Step 3: District Level Appeal**

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

## **COMPLAINTS** (continued)

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

### **Step 4: Appeal to the Governing Board**

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

*(cf. 9321 - Closed Session Purposes and Agendas)*

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final.

### **Alternate Procedures**

Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure in BP/AR 4030 - Nondiscrimination in Employment.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

Complaints regarding unlawful discrimination in district programs or the district's failure to comply with state or federal laws regarding educational programs shall be resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, or an urgent or emergency facility condition shall be resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)



**COMPLAINTS** (continued)

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.

**CLASSIFIED PERSONNEL**

The Governing Board recognizes that classified personnel provide essential services that support and enhance the district's educational program. The Board shall fill each of its classified positions with qualified persons, consistent with position requirements.

*(cf. 0200 - Goals for the School District)*

*(cf. 4211 - Recruitment and Selection)*

The Board shall classify all employees and positions not requiring certification qualifications as the classified service, except for those employees and positions specifically exempt from classified service. (Education Code 45103)

Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)

*(cf. 4211 - Recruitment and Selection)*

*(cf. 4212 - Appointment and Conditions of Employment)*

Each classified position shall have a designated title and regular minimum number of assigned hours per day, days per week, and months per year.

Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

Each classified employee shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with collective bargaining agreements.

*(cf. 4215 - Evaluation/Supervision)*

**Substitute and Short-Term Employees**

The district may employ a substitute employee to replace a classified employee who is temporarily absent from duty. (Education Code 45103)

If the district is in the process of hiring a permanent employee to fill a classified position, the Board may fill the vacancy with one or more substitute employees for no more than 60 calendar days, unless the applicable collective bargaining agreement provides for a different period of time. (Education Code 45103)

**CLASSIFIED PERSONNEL** (continued)

The district may employ a short-term employee to perform a service for the district when that service or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond 195 work days per year, including holidays, sick leave, vacation, and other leaves of absence, irrespective of the number of hours worked per day. (Education Code 45103)

*Legal Reference:*

EDUCATION CODE

45100-45139 *Employment of classified staff*

45160-45169 *Salaries and differential compensation*

45190-45210 *Resignation and leaves of absence*

45220-45320 *Merit system*

49406 *Examination for tuberculosis*

51760-51769.5 *Work experience education*

*Management Resources:*

WEB SITES

*California School Employees Association: <http://www.csea.com>*

## **Classified Personnel**

AR 4200(a)

### **CLASSIFIED PERSONNEL**

#### **Exemption from Classified Service**

##### **OPTION 1: Districts Not Incorporating the Merit System**

Individuals hired solely for the following purposes are exempt from the classified service: (Education Code 45103)

1. Substitute or short-term employees who are employed and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day
2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment
3. Full-time students employed part time
4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district, and which is financed by state or federal funds

AR 4200(b)

### **CLASSIFIED PERSONNEL (continued)**

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

*(cf. 4212 - Appointment and Conditions of Employment)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

#### **Restricted Positions**

Persons employed in restricted positions shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. They shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service, and only upon the subsequent satisfactory completion of the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

Regulation  
approved:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
December 2017  
BP 5144(a)

## **DISCIPLINE**

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5131 - Conduct)*  
*(cf. 5131.1 - Bus Conduct)*  
*(cf. 5131.2 - Bullying)*  
*(cf. 5137 - Positive School Climate)*  
*(cf. 5145.9 - Hate-Motivated Behavior)*  
*(cf. 6020 - Parent Involvement)*

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*  
*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*  
*(cf. 6164.5 - Student Success Teams)*

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*  
*(cf. 3553 - Free and Reduced Price Meals)*

BP 5144(b)

## **DISCIPLINE** (continued)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 9320 - Meetings and Notices)*

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)  
(cf. 3100 - Budget)

BP 5144(c)

## **DISCIPLINE** (continued)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

### *Legal Reference:*

#### EDUCATION CODE

32280-32288 School safety plans  
35146 Closed sessions  
35291 Rules  
35291.5-35291.7 School-adopted discipline rules  
37223 Weekend classes  
44807.5 Restriction from recess  
48900-48926 Suspension and expulsion  
48980-48985 Notification of parent/guardian  
49330-49335 Injurious objects  
49550-49562 Meals for needy students  
52060-52077 Local control and accountability plan

#### CIVIL CODE

1714.1 Parental liability for child's misconduct

#### CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus  
353 Detention after school

#### UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program  
1773 School Breakfast Program

### *Management Resources:*

#### CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

#### CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

#### STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

#### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy  
adopted:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
December 2017  
BP 5144.1(a)

## **SUSPENSION AND EXPULSION/DUE PROCESS**

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

*(cf. 5131 - Conduct)*  
*(cf. 5131.1 - Bus Conduct)*  
*(cf. 5131.2 - Bullying)*

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

*(cf. 5112.5 - Open/Closed Campus)*

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

### **Appropriate Use of Suspension Authority**

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension



shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

BP 5144.1(b)

## **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

*(cf. 1020 - Youth Services)*

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6164.5 - Student Success Teams)*

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

**OPTION 1:** No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

### **On-Campus Suspension**

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

### **Authority to Expel**

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence  
BP 5144.1(c)

## **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

### **Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The

Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

BP 5144.1(d)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

### **Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

*(cf. 0460 - Local Control and Accountability Plan)*

*Legal Reference: (see next page)*

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Legal Reference:*

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings  
417.27 Laser pointers

Legal Reference continued: (see next page)

BP 5144.1(f)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Legal Reference: (continued)

PENAL CODE (continued)

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<https://www2.ed.gov/about/offices/list/oese/oshs>

## **SUSPENSION AND EXPULSION/DUE PROCESS**

### **Definitions**

*Suspension* means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

*Expulsion* means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

### **Notice of Regulations**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

*(cf. 5144 - Discipline)*

*(cf. 5145.6 - Parental Notifications)*

### **Grounds for Suspension and Expulsion: Grades K-12**

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the

student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

AR 5144.1(b)

### **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*(cf. 5131 - Conduct)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

*(cf. 3513.4 - Drug and Alcohol Free Schools)*

*(cf. 5131.6 - Alcohol and Other Drugs)*

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

*(cf. 5131.62 - Tobacco)*

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

AR 5144.1(c)

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Imitation firearm* means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

*Hazing* means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

*Bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and



below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

AR 5144.1(d)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

*Electronic act* means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

*Reasonable student* means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 5131.2 - Bullying)*

*(cf. 6163.4 - Student Use of Technology)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

*(cf. 6164.6 - Identification and Education under Section 504)*

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

AR 5144.1(e)

## **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

### **Additional Grounds for Suspension and Expulsion: Grades 4-12**

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - *Student Disturbances*)

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

*Sexual harassment* means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - *Sexual Harassment*)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

*Hate violence* means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - *Hate-Motivated Behavior*)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and

invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

*(cf. 5145.3 - Nondiscrimination/Harassment)*

AR 5144.1(f)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

### **Suspension from Class by a Teacher**

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

### **Suspension by Superintendent, Principal or Principal's Designee**

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

*(cf. 5125 - Student Records)*

**Length of Suspension**

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

*(cf. 6184 - Continuation Education)*

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

**Due Process Procedures for Suspension**

Suspensions shall be imposed in accordance with the following procedures:

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against him/her, and shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

- a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

*(cf. 6173.1 - Education for Foster Youth)*

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

*(cf. 6173 - Education for Homeless Children)*

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

## **Suspension by the Board**

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion:

AR 5144.1(j)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Grades 4-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

*(cf. 9321 - Closed Session Purposes and Agendas)*

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

## **On-Campus Suspension**

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If

no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

AR 5144.1(k)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

### **Superintendent or Principal's Authority to Recommend Expulsion**

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

### **Student's Right to Expulsion Hearing**

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))



The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

AR 5144.1(l)

## **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

### **Stipulated Expulsion**

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

### **Rights of Complaining Witness**

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

AR 5144.1(m)

### **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

### **Written Notice of the Expulsion Hearing**

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

*(cf. 5119 - Students Expelled from Other Districts)*

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

*Legal counsel* means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

*Nonattorney adviser* means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

AR 5144.1(n)

## **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

### **Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students**

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

### **Conduct of Expulsion Hearing**

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her

testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

AR 5144.1(o)

## **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

AR 5144.1(p)

## **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
  - a. Any complaining witness shall be given five days' notice before being called to testify.
  - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
  - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
  - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
  - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
  - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
  - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

AR 5144.1(q)

### **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

- (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
  - (3) The person conducting the hearing may:
    - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
    - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
    - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

### **Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of

the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her

AR 5144.1(r)

### **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

### **Final Action by the Board**

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

*(cf. 9321.1 - Closed Session Actions and Reports)*

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

AR 5144.1(s)

### **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

### **Written Notice to Expel**

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)



5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

### **Decision to Suspend Expulsion Order**

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior

AR 5144.1(t)

### **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

AR 5144.1(u)

## **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

### **Appeal**

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

### **Notification to Law Enforcement Authorities**

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

### **Placement During Expulsion**

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

AR 5144.1(v)

### **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*(cf. 6158 - Independent Study)*

*(cf. 6185 - Community Day School)*

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

### **Readmission After Expulsion**

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

AR 5144.1(w)

#### **SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

#### **Maintenance of Records**

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

*(cf. 5119 - Students Expelled from Other Districts)*

Regulation  
approved:  
**Students**

CSBA MANUAL MAINTENANCE SERVICE  
December 2017  
AR 5148.2(a)

## **BEFORE/AFTER SCHOOL PROGRAMS**

### **Grades K-9**

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades K-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

*(cf. 6171 - Title I Programs)*

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

#### 1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6154 - Homework/Makeup Work)*

*(cf. 6163.4 - Student Use of Technology)*

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.62 - Tobacco)*

*(cf. 6142.6 - Visual and Performing Arts)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6178 - Career Technical Education)*

#### 2. Nutrition

- a. If snacks or meals are made available in the program, they shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3554 - Other Food Sales)*

*(cf. 5030 - Student Wellness)*

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8)
  - (1) Fewer than 20 students participating in the program component
  - (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation
  - (3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

*(cf. 3540 - Transportation)*

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 45330, 45344, 45344.5)

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

- (1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year and to students who

are identified by the program as being in foster care. (Education Code 8483, 8483.1)

AR 5148.2(d)

## **BEFORE/AFTER SCHOOL PROGRAMS** (continued)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483)

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

- (2) Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)
- (3) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

*(cf. 6179 - Supplemental Instruction)*

- (4) Any remaining capacity shall be filled by students selected at random.
- (5) A waiting list shall be established to accommodate additional students if space becomes available.

### 7. Attendance/Early Release

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

### 8. Summer/Intersession/Vacation Programs



**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- d. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)
- e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

*(cf. 6177 - Summer Learning Programs)*

**Grades 9-12**

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)

The program shall be operated in accordance with the following guidelines:

1. Program Elements

- a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)

AR 5148.2(f)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- (1) Tutoring
  - (2) Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content
  - (3) Homework assistance
  - (4) College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460
- b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)
    - (1) Community service
    - (2) Career and technical education
    - (3) Job readiness
    - (4) Opportunities for mentoring and tutoring younger students
    - (5) Service learning
    - (6) Arts
    - (7) Computer and technology training
    - (8) Physical fitness
    - (9) Recreation activities

*(cf. 6142.4 - Service Learning/Community Service Classes)*

- c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)
- d. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)

- e. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)

AR 5148.2(g)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

2. Location of Program

- a. The district's program may operate on one or multiple school sites or at another location approved by the CDE. (Education Code 8421)
- b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

3. Hours of Operation

- a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)
- b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

**Volunteers**

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

**Reports**

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

AR 5148.2(h)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

*(cf. 0500 - Accountability)*

**4. ADMINISTRATIVE: Action items:**

**4.2 Temporary Athletic Team Coach Certification for  
2017-2018**

Temporary Athletic Team Coach Certification

School Year 2017-2018

TO THE STATE BOARD OF EDUCATION:

Per Title 5, California Code of Regulation, Section 5594:

The governing board of each local school district shall certify to the State Board of Education that the provisions of Section 5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify that the school district has met the conditions set forth in Title 5, Section 5593.

District Name: Tipton Elementary School District

March 6, 2018

\_\_\_\_\_  
Signature of Person Signing for the District Board

\_\_\_\_\_  
Date

Greg Rice

Print Name

Mail signed forms to: State Board of Education/  
California Department of Education  
Attn: Temporary Athletic Team Coach Certificates  
STEM Office  
1430 N Street, Suite 4309  
Sacramento, CA 95814

**4. ADMINISTRATIVE: Action items:**

**4.3 2018 Delegate Assembly Ballot Subregion 12-A  
(Tulare County)**



California School Boards Association

*TIME SENSITIVE, REQUIRES BOARD ACTION*

**BALLOT DEADLINE: Thursday, March 15, 2018**

January 29, 2018

**MEMORANDUM**

To: All Board Presidents and Superintendents  
CSBA Member Boards of Education

From: Mike Walsh, President

Re: Ballot for 2018 CSBA Delegate Assembly Election  
**U.S. Postmark Deadline – Thursday, March 15, 2018**

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Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, a résumé. In addition, provided is a watermarked “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the completed ballot on red paper is to be returned.**

The board, as a whole, may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). **Ballots must be postmarked by the U.S. Post Office on or before Thursday, March 15, 2018. No exceptions are allowed.**

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020. The next meeting of the Delegate Assembly is on Saturday, May 19 – Sunday, May 20 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Friday, April 1. Please do not hesitate to contact our Executive Office at (800) 371-4691, should you have any questions. Thank you.



**REQUIRES BOARD ACTION**

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT  
SUBREGION 12-A  
(Tulare County)

Number of vacancies: 2 (Vote for no more than 2 candidates)

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*Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020*

*\*denotes incumbent*

Peter Lara, Jr. (Porterville USD)\*

Lucia D. Vazquez (Visalia USD)\*

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*Provision for Write-in Candidate Name*

---

*School District*

---

*Signature of Superintendent or Board Clerk*

---

*Title*

---

*School District*

---

*Date of Board Action*

*See reverse side for a current list of all Delegates in your Region.*

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**REGION 12 – 14 Delegates (11 elected/3 appointed ♦)**

**Director: Bill Farris (Sierra Sands USD)**

**Below is a list of all the current Delegates with expired terms from this Region.**

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**Subregion 12-A (Tulare)**

Peter Lara, Jr. (Porterville USD), term expires 2018  
Cathy Mederos (Tulare Joint Union HSD), term expires 2019  
Dean Sutton (Exeter USD), term expires 2019  
Lucia Vazquez (Visalia USD), term expires 2018

**Subregion 12-B (Kern)**

Pamela (Pam) Baugher (Bakersfield City SD), term expires 2019  
Jeff Flores (Kern Union HSD) ♦, appointed term expires 2019  
Tim Johnson (Sierra Sands USD), term expires 2019  
Phillip Peters (Kern Union HSD) ♦, appointed term expires 2018  
Geri Rivera (Arvin Union SD), term expires 2019  
Lillian Tafoya (Bakersfield City SD) ♦, appointed term expires 2020  
Keith Wolaridge (Panama-Buena Vista Union SD), term expires 2019  
Vacant, 2018  
Vacant, 2018

**County Delegate:**

Donald (Don) Cowan (Kern COE), term expires 2018

---

**Counties**

Tulare (Subregion A)  
Kern (Subregion B)



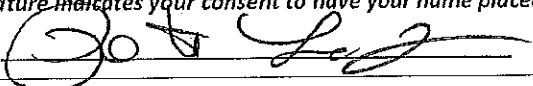
## 2018 Delegate Assembly Candidate Biographical Sketch Form

**DUE: Sunday, January 7, 2018**

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 11-15-2017

Name: Peter Lara, Jr.	CSBA Region-subregion #: 12A
District or COE: Porterville Unified School District	Years on board: 10.5
Profession: Agriculture/Business	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) 559-361-4959
*Primary E-mail: plara@portervilleschools.org	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? 3	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.  
I have a deep passion for public education and I want to ensure that every student has the opportunity to be successful. Serving as a board member at three different districts, I have developed the skills of critical listening and dissecting well-meaning ideas and proposals for negative impacts on public education, and the ability to articulate those impacts to my colleagues and the public. In addition, I have developed a good relationship with our elected state representatives and use that relationship to advocate for public education.

Please describe your activities and involvement on your local board, community, and/or CSBA.  
I have had the privilege of serving on three Governing Boards at three different school districts. I have worked with six superintendents and approximately twenty-five board members. I have completed the Masters in Governance courses and have attended numerous Continuing Education seminars. I have learned from every person and I have gained experience. In addition, I have had the privilege to serve on CSBA, Legislative and charter school committees, and I am currently a member of the Delegate Assembly. I am also a member of the Exchange Club and I have served on numerous local community and educational committees and boards.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?  
The constant attacks from community and most importantly state and federal elected officials on public education. Another challenge is Legislation micro managing local districts and charter schools and the proposal to eliminate school governing boards. CSBA must continue to educate board members on how to inform the public about the negative impacts of such propopsals and the real and personal impacts to their students.

## 2018 Delegate Assembly Candidate Biographical Sketch Form

**DUE: Sunday, January 7, 2018**

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

*Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.*

Signature: \_\_\_\_\_ Date: 12/12/2017

Name: <u>Lucia D. Vazquez</u>	CSBA Region-subregion #: <u>12/A</u>
District or COE: <u>Visalia Unified School District</u>	Years on board: <u>6</u>
Profession: <u>Consultant</u>	Contact Number: (please <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>559 381-1781</u>
*Primary E-mail: <u>lvazquez@vusd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 yrs</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I bring a rich variety of experience with me to the delegate assembly. I have participated in public education as a student, a parent volunteer, a community member, a teacher, a district advisory committee member, a consultant, a grant manager and now a trustee on the board of education. In addition, I am a product of by-district elections and represent a low income, high Latino neighborhood, and large school district. I hold a Bachelor's degree in Biology, a Master's degree in young adult Latina Literature and currently I am currently an Education doctoral candidate in Organizational Leadership. In addition to my willingness to work and an open mind, I bring a well-rounded education and perspective to the assembly. I have skills in facilitation, leadership, organizational development and planning. I hope to serve on the convention committee next year (2019) and plan on contributing ideas this year for 2018.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served as a delegate for 2 years. This year, my 6th on the board, I had the honor of serving as board president. In addition to serving on the school board, I play an active role in the community. I work as a consultant with various non-profit organizations to increase capacity, facilitate strategic plans, plan and organize events and give grant writing and grant management assistance. I also coordinate a leadership collaborative, SEED Students Empowered by Exposure to Diversity. This year we piloted a Latina film series on and off of district campuses. I am an active member of the Tulare County League of Mexican American Women; coordinating book clubs and Women's retreats. I do a fair amount of pro bono grant writing for community organizations.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

When new to the school board I was struck with the massive information and how necessary it was to get a handle on navigating your way through it. Having trusted experienced mentors and CSBA training opportunities made a huge difference in my comfort and learning curve. Helping new board members get adjusted, and bridging them to a network of trusted mentors would be something I would love to work on. I believe creating opportunities for new or seasoned board members to get educated on the education codes and policies is one of CSBA's strengths. I would love to see opportunities for team building and would love to work on the conference committee next year.

# Lucia DeAnda Vázquez

132 East Sweet Avenue, Visalia, CA 93291  
(559) 381-1781, [lucivisalia58@gmail.com](mailto:lucivisalia58@gmail.com)

## Employment History

▪ 2014- Present	Consultant/Grant Writer/Facilitator	Organización De Mujeres Unidas, Tulare County WildPlaces, Tulare County
▪ 2012-2013	Community Organizer	Dolores Huerta Foundation, CA
▪ 2010-2016	Field Interviewer	Mathematica Policy Research, CA, AL
▪ 2010	Consultant	Tulare County Dept. of Public Health, CA
▪ 2010	Survey Coordinator	UC Cooperative Extension, Tulare County, CA
▪ 2000-2017	Field Interviewer	Neilson Media Research, CA, CO, OR, TX
▪ 2009-10 & 2014	Onsite Evaluation, Data Collection	UC Berkeley Center for Weight and Health
▪ 2006-2008	Teacher Assistant	UC Merced – Literature, Political Science, CA
▪ 2005- 2007	Nutrition Program Manager	UC Cooperative Extension, Kings County, CA
▪ 2005- 2007	Senior Survey Worker	UC Cooperative Extension, Tulare County, CA
▪ 1997-2007	Field Interviewer	Research Triangle Institute, CA
▪ 1998- 2005	Program Director	Farmersville Unified School District, CA
▪ 1998-2000	Facilitator	United Way of Tulare County, Tulare, CA
▪ 1994-1997	Heart Smart Coordinator	Tulare Healthcare District & City of Tulare, CA
▪ 1993-1995	Nutrition Educator	UC Cooperative Extension, Tulare County, CA
▪ 1992-1993	Long Term Substitute	Long Beach Unified School District, CA

## EDUCATION

▪ Mt Whitney High School	1973-1976	High School diploma
▪ Fresno City College	1976-1978	AS
▪ University of San Francisco	1978-1981	BS
▪ Harvard University	Summer 79	Biology
▪ U C San Francisco	1982-1984	Medicine
▪ Cal State Dominguez Hills	Fall 1992	Education
▪ College of the Sequoias	1995-1997	Language, Statistics
▪ UC Merced	2006- 2009	MA: World Cultures History & Literature
▪ Brandman University	2014- Present	Ed. D.: Organizational Leadership

## CERTIFICATIONS

- Certified Massage Technician, *Safe Serv* Certified, Food Safety
- California Emergency Teaching Credential; Math and Life Science

## LANGUAGES

English, fluent in Spanish and understand basic American Sign Language.

## PROFESSIONAL MEMBERSHIPS

- Visalia Unified School District Board of Education, 2011- 2016, Board President 2017
- Students Empowered by Exposure to Diversity, SEED, facilitator, co-coordinator
- Tulare League of Mexican American Women, current Board member, past President
- Visalia Unified School District, Property Advisory Committee, PTA, School Site Council
- Hispanic Advisory Committee to the Visalia Police Chief
- Women's Health Leadership, Graduate

## AWARDS

- 2000 Finalist "OUTSTANDING LEADERSHIP AWARD" - Assembly Women Sarah Reyes
- 2005 Recipient "Women Helping Women Award" Soroptimist International of Visalia
- 2008 Nominee "Outstanding Graduate Student Award" UC Merced
- 2014 With a Book in Their Hands, UNM Press - 2015 International Book Award; Best Latino Nonfiction
- 2017 "Community ACTivist Award," ACT for Women and Girls

**4. ADMINISTRATIVE: Action items:**

**4.4 Approval of Multi-Purpose Building Change Order  
#7**



# MANGINI

ARCHITECTURE  
INGENUITY

McLAIN BARENG MORRELLI

**MANGINI ASSOCIATES INC.**  
4320 West Mineral King Avenue  
Visalia, California 93291

[www.mangini.us](http://www.mangini.us)  
(559) 627-0530 Office  
(559) 627-1926 Fax

## CHANGE ORDER

## C07

**TO:** Tipton Elementary School District  
Anthony Hernandez  
P. O. Box 787  
Tipton CA 93272  
United States

**DATE:** 2/12/2018  
**Change Order NO:** C07  
**PROJECT NO:** 1473  
**VIA:** Hand

**PROJECT:** New Multi-Purpose/Gym Building at Tipton Elementary  
School  
Tipton Elementary School District  
Appl. No. 02-114729

**Remarks:** For your review and approval. Please sign and return the original to our office for distribution.

Julie Revels, Business Manager  
MANGINI ASSOCIATES INC.

**CHANGE ORDER**

**NO. 07**

TO: Oral E. Micham Inc.  
P. O. Box 745  
Woodlake, CA 93286

DATE: January 29, 2018  
CO NO.: Seven  
PROJECT NO.: 1473

PROJECT: New Multi-Purpose Building at Tipton Elementary School  
Tipton Elementary School District

**THE CONTRACT IS CHANGED AS FOLLOWS:**

See attached Exhibit "A" for Description of Work

TOTAL THIS CHANGE ORDER: ADD \$9,822.54

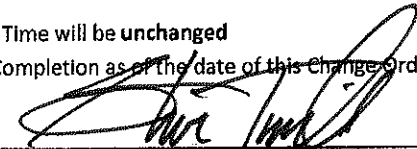
**Attachments:**

*emailed  
2/9/18*

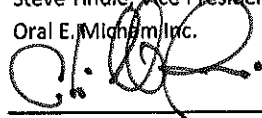
The Contractor agrees that this resolution constitutes a final accord and satisfaction of the Contractor's rights with respect to this change order.

The original Contract Sum was .....	\$	5,878,945.07
Net change by previous Change Orders .....	\$	117,731.17
The Contract Sum prior to this Change Order was .....	\$	5,996,676.24
The Contract Sum will be changed by this Change Order .....	\$	9,822.54
The new Contract Sum including this Change Order will be .....	\$	6,006,498.78

The Contract Time will be **unchanged** ZERO (0) days.  
The Date of Completion as of the date of this Change Order therefore is **October 28, 2017**

Contractor:   
Steve Tindle, Vice President  
Oral E. Micham Inc.

Date: 2-9-18

Architect:   
Chris McLain, President  
Mangini Associates Inc.

Date: 2/12/18

Owner: \_\_\_\_\_  
Anthony Hernandez, Superintendent  
Tipton Elementary School District

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



**MANGINI**

ARCHITECTURE  
INGENUITY

McLAIN BARENG MORRELLI

MANGINI ASSOCIATES INC.  
4320 West Mineral King Avenue  
Visalia, California 93291

www.mangini.us  
(559) 627-0530 Office  
(559) 627-1926 Fax

**CHANGE ORDER NO. 7  
NEW MULTI-PURPOSE AT TIPTON ELEMENTARY SCHOOL**

**EXHIBIT "A"**

**Description of Work**

<b>Item No. 1:</b> BL #53: Per RFI 88, provide conduit and wiring to the projection screen at the Stage area. Reason: Engineer omission.	ADD	\$1,380.93
<b>Item No. 2:</b> BL #55R1: Provide power and revise the fire alarm at the telescoping bleachers (See Bulletin 51). Reason: Engineer omission.	ADD	\$3,992.07
<b>Item No. 3:</b> BL #56R1: Lighting sway bracing and relocation to avoid seismic interference with beams and ducts. Reason: Field condition.	ADD	\$3,200.23
<b>Item No. 4:</b> BL #59: Per RFI 93, provide conduit and wiring to the projector on the Stage. Reason: Engineer omission.	ADD	\$1,249.31
<b>TOTAL THIS CHANGE ORDER</b>		<b>\$9,822.54</b>

**4. ADMINISTRATIVE: Action items:**

**4.5 Consolidated Application Winter 2017-2018**

**2017-18 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca17asstoc.asp>.

**CDE Program Contact:**

Joy Paull, [jpaul@cde.ca.gov](mailto:jpaul@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Jacob Munoz
Authorized Representative's Signature	
Authorized Representative's Title	VP-Projects
Authorized Representative Signature Date	06/14/2017

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2017-18 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

### Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jacob Munoz
Authorized Representative Title	VP-Projects
Authorized Representative Signature Date	06/14/2017
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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## 2017-18 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/11/2017
---	------------

**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Alvaro Rodriguez
DELAC review date	04/20/2017
Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a>). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small>	<a href="http://www.tiptonschool.org">http://www.tiptonschool.org</a>
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	

**Title IV, Part A Addendum**

To apply for Title IV, Part A categorical funds for the fiscal year select "Yes." Only eligible LEAs will receive Title IV, Part A funds.

<b>Title IV, Part A (Student Support)</b>	
ESSA Sec. 1112(b) SACS 4127	
Date of material change approval by local governing board <small>Participation is considered a material change per Section 64000, as such, local board approval is required.</small>	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b>	Yes
ESSA Sec. 1111 et seq. SACS 3010	
<b>Title II, Part A (Supporting Effective Instruction)</b>	Yes

\*\*\*Warning\*\*\*

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**2017-18 Application for Funding**

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESEA Sec. 2104 SACS 4035	
<b>Title III, Part A Immigrant</b>	Yes
ESEA Sec. 3102 SACS 4201	
<b>Title III, Part A English Learner</b>	Yes
ESEA Sec. 3102 SACS 4203	

**\*\*\*Warning\*\*\***

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**2017-18 Federal Transferability**

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Subpart 1 Rural Education Achievement Program Flexibility (REAP-Flex) governed by ESEA Section 5211. Funds transferred under REAP-Flex are not to be included on this form.

**CDE Program Contact:**

Juan J. Sanchez, Educator Excellence Office (Title II), [jsanchez@cde.ca.gov](mailto:jsanchez@cde.ca.gov), 916-319-0452  
 Tom Herman, Coordinated School Health & Safety (Title IV), [THerman@cde.ca.gov](mailto:THerman@cde.ca.gov), 916-319-0914

<b>Title II, Part A Transfers</b>	
2017-18 Title II, Part A entitlement	\$28,232
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title III, Part A English Learner	\$0
Transferred to Title III, Part A Immigrant	\$0
Transferred to Title IV, Part A	\$0
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title II, Part A funds transferred out	\$0
2017-18 Title II, Part A entitlement after transfers out	\$28,232
<b>Title IV, Part A Transfers</b>	
2017-18 Title IV, Part A entitlement	\$0
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title II, Part A	\$0
Transferred to Title III, Part A English Learner	\$0
Transferred to Title III, Part A Immigrant	\$0
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title IV, Part A funds transferred out	\$0
2017-18 Title IV, Part A entitlement after transfers out	\$0

**\*\*\*Warning\*\*\***

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**2017-18 Title I, Part A LEA Allocation**

The purpose of this data collection is to calculate the full Title I, Part A allocation available to the LEA.

**CDE Program Contact:**

Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948

**Nonprofit Private School Equitable Services Percentage Calculation**

Total participating nonprofit private school low income students	
Total participating attendance area low income students	487
Percent of nonprofit private school low income students for equitable service calculations	0.00%

**Title I, Part A LEA Allocations**

2017-18 Title I, Part A entitlement	\$241,911
Transferred-in amount	\$0
Title I, Part A entitlement after transfers	\$241,911
<b>Note:</b> In order for the 2016-17 allowable carryover amount to be pre-populated, the 2016-17 Title I, Part A Carryover data collection should be completed and saved before beginning data entry on this data collection.	
2016-17 Allowable Carryover  (Allowable values are the 12 month 2016-17 carryover amount or, whichever is less either the 15 month 2016-17 carryover amount or 15% of the 2016-17 entitlement plus transferred-in amount)	\$0
Repayment of funds	
2017-18 Total allocation	\$241,911
Nonprofit private school equitable services proportional share amount	\$0
Total allocation after nonprofit private school equitable services proportional share amount	\$241,911
Indirect cost reservation	\$9,461
Administrative reservation	\$26,826
2017-18 Title I, Part A adjusted allocation	\$205,624
<b>Indirect Cost and Administration Calculation Tool</b> To help determine allowable indirect cost and administrative reservations, based on the LEA's approved indirect cost rate, as defined on the Indirect Cost Rates Web page at <a href="http://www.cde.ca.gov/fg/ac/ic/">http://www.cde.ca.gov/fg/ac/ic/</a> , below are recommended values.	
2017-18 Approved indirect cost rate	4.07%
Maximum allowable indirect cost reservation	\$9,461
Recommended administration reservation	\$26,826

**\*\*\*Warning\*\*\***

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**2017-18 Title I, Part A Reservations**

To report LEA required and authorized reservations before distributing funds to schools.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDerosc@cde.ca.gov](mailto:RDerosc@cde.ca.gov), 916-323-0472

**Required Reservations**

Parent and Family Engagement (1% of the entitlement if greater than \$500,000.)	\$0
School parent and family engagement	\$2,500
LEA parent and family engagement	\$0
Direct or indirect services to homeless children, regardless of their school of attendance	\$1
Local neglected institutions Does the LEA have local institutions for neglected children?	No
Local neglected institutions reservation	\$0
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Local delinquent institutions reservation	\$0
Public school Choice transportation (Only applies to students previously transferred under NCLB.)	\$0

**Authorized Reservations**

Other authorized activities	\$20,000
-----------------------------	----------

**Reservation Summary**

Title I, Part A adjusted allocation	\$205,624
Total required reservations	\$1
Total authorized reservations	\$20,000
Allocation after reservations	\$185,623
School parent and family engagement set-aside	\$2,500
Amount available for Title I, Part A school allocations	\$183,123

**\*\*\*Warning\*\*\***

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**2017-18 Title II, Part A LEA Allocations**

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Preparing, Training, and Recruiting High-Quality Teachers, Principals, and Other School Leaders.

**CDE Program Contact:**

Melissa Flatt, Educator Excellence Office, [mflatt@cde.ca.gov](mailto:mflatt@cde.ca.gov), 916-324-5689

Juan J. Sanchez, Educator Excellence Office (Title II), [jsanchez@cde.ca.gov](mailto:jsanchez@cde.ca.gov), 916-319-0452

2017-18 Title II, Part A entitlement	\$28,232
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$28,232
Repayment of funds	
Repayment comment	
Provide an explanation of why repayment dollars were added back to the allocation	
2017-18 Allocation	\$28,232
Administrative and indirect costs	\$1,104
2017-18 Title II, Part A adjusted allocation	\$27,128

**\*\*\*Warning\*\*\***

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**2017-18 Title III, Part A English Learner Student Program Subgrant Budget**

The purpose of this report is to provide a proposed budget for 2017-18 English learner (EL) student program subgrant funds only per the Title III, Part A, English Learner Students Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Entitlement Calculation**

Estimated English learner per student allocation	\$93.37
Estimated English learner student count	385
Estimated English learner entitlement amount	\$35,947

**Note: Estimated entitlement amount is less than \$10,000**

The estimated entitlement amount does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please contact Geoffrey Ndirangu by phone at 916-323-5831 or by e-mail at [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov).

**Budget**

Professional development activities	\$0
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$35,228
Parent, family, and community engagement	\$0
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$719
Total allocation budget	\$35,947

**\*\*\*Warning\*\*\***

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**2017-18 Title III, Part A English Learner LEA Allocations and Reservations**

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title III, Part A English Learner, and to report required reservations.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Total Allocation**

2017-18 Title III, Part A English Learner entitlement	\$38,632
Transferred-in amount	\$0
Repayment of funds	
2017-18 Allocation	\$38,632

**Allocation Reservations**

Professional development activities	\$3,268
Program and other authorized activities	\$34,626
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administration costs (Amount cannot exceed 2% of the entitlement)	\$1
Indirect costs	\$737
Total allocation reservations	\$38,632

**\*\*\*Warning\*\*\***

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**2017-18 Title III, Part A English Learner YTD Expenditure Report, 6 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through December 30, 2017.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Required and Authorized English Learners Sub-grantee Activities**

**Required**

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

**Authorized**

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

**(6) Providing community participation programs, family literacy services, and parent and family outreach and training activities to English learners and their families.**

(7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2017-18 Title III, Part A English learner entitlement	\$38,632
Transferred-in amount	\$0
2017-18 Total allocation	\$38,632
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$3,750
2000-2999 Classified personnel salaries	\$2,104
3000-3999 Employee benefits	\$2,056
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administration costs	\$0
(Amount cannot exceed 2% of the entitlement)	
Indirect costs	\$158

**\*\*\*Warning\*\*\***

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**2017-18 Title III, Part A English Learner YTD Expenditure Report, 6 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through December 30, 2017.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

Total year-to-date expenditures	\$8,068
2017-18 Unspent funds	\$30,564
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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### 2017-18 Title III, Part A Immigrant Student Program Subgrant Budget

The purpose of this report is to provide a proposed budget for 2017-18 Immigrant Student Program Subgrant funds only per the Title III, Part A, Immigrant Student Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Entitlement Calculation**

Estimated Immigrant per student allocation	\$80.77
Estimated Immigrant student count	20
Estimated Immigrant entitlement amount	\$1,615

**Budget**

Authorized activities	\$1,583
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$32
Total allocation budget	\$1,615

**\*\*\*Warning\*\*\***

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### 2017-18 Title III, Part A Immigrant LEA Allocations and Reservations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title III, Part A Immigrant, and to report required reservations.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Total Allocation**

2017-18 Title III, Part A Immigrant entitlement	\$2,917
Transferred-in amount	\$0
Repayment of funds	
2017-18 Allocation	\$2,917

**Allocation Reservations**

Authorized activities	\$2,917
Direct administration costs (Amount cannot exceed 2% of the entitlement)	\$0
Indirect costs	\$0
Total allocation reservations	\$2,917

**\*\*\*Warning\*\*\***

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**2017-18 Title III, Part A Immigrant YTD Expenditure Report, 6 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through December 31, 2017.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Approved Immigrant Sub-grantee Activities**

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
- (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
- (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
- (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents and families of immigrant children and youth by offering comprehensive community services.	
2017-18 Title III, Part A Immigrant entitlement	\$2,917
Transferred-in amount	\$0
2017-18 Total allocation	\$2,917
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$15
5000-5999 Services and other operating expenditures	\$0
Direct administration costs	\$0

**\*\*\*Warning\*\*\***

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### 2017-18 Title III, Part A Immigrant YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through December 31, 2017.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

(Amount cannot exceed 2% of the entitlement)	
Indirect costs	\$0
Total year-to-date expenditures	\$15
2017-18 Unspent funds	\$2,902
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2017-18 Consolidation of Administrative Funds**

A request by the LEA to consolidate administrative funds for specific programs.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

Title I, Part A (Basic) SACS Code 3010	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Supporting Effective Instruction) SACS Code 4035	No
Title III, Part A (Immigrant Students) SACS Code 4201	No
Title III, Part A (English Learner Students) - 2% maximum SACS Code 4203	No
Title IV, Part A (Student Support) SACS Code 4127	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

**\*\*\*Warning\*\*\***

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### 2017-18 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2017-18 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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## **5. Finance: Action items:**

### **5.1 Vendor Payments**

## Board Meeting March 6th, 2018

## APY LIST

Vendor No	Vendor Name	Reference Number	Payment Date	PO #	Invoice No	Account Code	Amount
13456	A&G TELEPHONE SERVICE, INC.	180945	1/30/2018 12:00:00 AM	4108	4108	010-81500-0-00000-81000-58000-0	\$140.00
12944	AGNALDOS WELDING, INC.	180976	2/2/2018 12:00:00 AM	37919	37919	010-07230-0-00000-36000-58000-0	\$75.00
13036	AMERICAN FIDELITY	181039	2/1/2018 12:00:00 AM	LTD FEBRUARY 2018	LTD FEBRUARY 2018	010-00000-0-00000-00000-95024-0	\$390.80
14188	ANTHONY HERNANDEZ	180983	2/8/2018 12:00:00 AM	CONF REIMB.	CONF REIMB.	010-00000-0-00000-72000-52000-0	\$367.72
12788	ARAMARK UNIFORM SERVICES INC	180912	1/25/2018 12:00:00 AM	792182232	792182232	010-00000-0-00000-81000-55000-0	\$182.09
12788	ARAMARK UNIFORM SERVICES INC	180984	2/8/2018 12:00:00 AM	601654843	601654843	010-00000-0-00000-81000-55000-0	\$212.35
12788	ARAMARK UNIFORM SERVICES INC	180985	2/15/2018 12:00:00 AM	601662136	601662136	010-00000-0-00000-81000-55000-0	\$227.61
12788	ARAMARK UNIFORM SERVICES INC	181038	2/22/2018 12:00:00 AM	601669387	601669387	010-00000-0-00000-81000-55000-0	\$222.91
12788	ARAMARK UNIFORM SERVICES INC	180946	2/1/2018 12:00:00 AM	601647445	601647445	010-00000-0-00000-81000-55000-0	\$213.57
13896	AZEVEDO ELECTRIC INC.	180986	2/5/2018 12:00:00 AM	22229	22229	010-00000-0-00000-81000-58000-0	\$112.50
14101	B&B PEST CONTROL SERVICE	180913	1/26/2018 12:00:00 AM	01-TIP-01-18	01-TIP-01-18	010-00000-0-00000-81000-58000-0	\$210.00
14101	B&B PEST CONTROL SERVICE	180914	12/29/2017 12:00:00 AM	01-TIP-12-17	01-TIP-12-17	010-00000-0-00000-81000-58000-0	\$210.00
14090	BLACKBOARD INC.	180987	2/22/2018 12:00:00 AM	1283235	1283235	010-07200-0-00000-24950-43000-0	\$1,567.50
14060	CALSA	180988	2/7/2018 12:00:00 AM	983692-86380161	983692-86380161	010-00000-0-00000-72000-53000-0	\$100.00
13619	CDW GOVERNMENT, INC.	180915	12/23/2018 12:00:00 AM	LMF5435	LMF5435	010-00000-0-11100-10000-43000-0	\$191.00
13619	CDW GOVERNMENT, INC.	180916	12/23/2018 12:00:00 AM	LMF2372	LMF2372	010-07200-0-11100-10000-44000-0	\$649.27
14245	CENTRAL VALLEY REFRIGERATION	180977	1/29/2018 12:00:00 AM	17443	17443	010-00000-0-00000-81000-56000-0	\$185.00
14245	CENTRAL VALLEY REFRIGERATION	180978	1/19/2018 12:00:00 AM	17331	17331	010-00000-0-00000-81000-56000-0	\$487.24
14245	CENTRAL VALLEY REFRIGERATION	180979	1/22/2018 12:00:00 AM	17365	17365	010-00000-0-00000-81000-56000-0	\$201.16
12602	COLSON AUTO PARTS	180917	1/26/2018 12:00:00 AM	8939399	8939399	010-07230-0-00000-36000-43000-0	\$6.53
12602	COLSON AUTO PARTS	180918	1/3/2002 12:00:00 AM	890981	890981	010-07230-0-00000-36000-43000-0	\$14.59
12602	COLSON AUTO PARTS	180919	1/23/2018 12:00:00 AM	893500/ CR-893535	893500/ CR-893535	010-07230-0-00000-36000-43000-0	\$511.62
12602	COLSON AUTO PARTS	180989	2/20/2018 12:00:00 AM	896836	896836	010-07230-0-00000-36000-43000-0	\$24.21
12602	COLSON AUTO PARTS	180990	2/16/2018 12:00:00 AM	896444	896444	010-07230-0-00000-36000-43000-0	\$96.91
12602	COLSON AUTO PARTS	180991	2/15/2018 12:00:00 AM	896363	896363	010-07230-0-00000-36000-43000-0	\$128.97
13459	DELL MARKETING L.P.	180942	1/28/2018 12:00:00 AM	102220625545	102220625545	010-07200-0-11100-10000-43000-0	\$644.93
13459	DELL MARKETING L.P.	180972	2/1/2018 12:00:00 AM	10222162382	10222162382	010-07200-0-11100-24900-43000-0	\$164.66
13459	DELL MARKETING L.P.	180971	2/1/2018 12:00:00 AM	10222162382	10222162382	010-07200-0-11100-24900-44000-0	\$613.77
13920	DESIREE HEINKS	181036	2/15/2018 12:00:00 AM	LOTTERY REIMB.	LOTTERY REIMB.	010-11000-0-11100-10000-43000-0	\$100.00

\*\* FINAL \*\*

14153 Diamond Technologies Inc	12/31/2017 12:00:00 AM	20894	010-07200-0-11100-10000-58000-0	\$621.25
14177 DUBUQUE BANK & TRUST	1/28/2018 12:00:00 AM	7187401335	010-99900-0-00000-91000-74380-0	\$5,087.36
14177 DUBUQUE BANK & TRUST	1/28/2018 12:00:00 AM	7187401335	010-99900-0-00000-91000-74390-0	\$22,912.64
13796 E.M. THARP, INC.	1/31/2018 12:00:00 AM	615496	010-07230-0-00000-36000-43000-0	\$25.90
13831 F & M BANK VISA- SNACK FOR ELAC/PSO MEETING	2/21/2018 12:00:00 AM	8230 MUNOZ	010-07200-0-11100-10000-43000-0	\$36.00
13590 Flipside Products Inc	2/13/2018 12:00:00 AM	103882	010-07200-0-11100-10000-43000-0	\$44.85
14102 FOLLETT SCHOOL SOLUTIONS, INC.	2/7/2018 12:00:00 AM	775958F-4	010-07200-0-11100-10000-43000-0	\$44.54
14102 FOLLETT SCHOOL SOLUTIONS, INC.	2/8/2018 12:00:00 AM	775958F-4	010-07200-0-11100-10000-43000-0	\$157.75
14102 FOLLETT SCHOOL SOLUTIONS, INC.	2/1/2018 12:00:00 AM	1299390	010-07200-0-11100-10000-58000-0	\$199.00
14102 FOLLETT SCHOOL SOLUTIONS, INC.	1/29/2018 12:00:00 AM	760320F-0	010-07200-0-11100-24203-43000-0	\$129.50
12996 GOPHER SPORT	2/2/2018 12:00:00 AM	9420350	010-07200-0-11100-10000-43000-0	\$339.20
13471 INDEPENDENT SALES	2/4/2018 12:00:00 AM	13242	010-81500-0-00000-81000-43000-0	\$85.64
14244 J & E DIESEL	2/8/2018 12:00:00 AM	INV0246	010-07230-0-00000-36000-58000-0	\$344.77
13961 LOWE'S	1/3/2018 12:00:00 AM	908288	010-00000-0-00000-81000-43000-0	\$180.84
13961 LOWE'S	1/4/2018 12:00:00 AM	919559	010-00000-0-00000-81000-43000-0	\$164.11
13961 LOWE'S	1/5/2018 12:00:00 AM	920374	010-00000-0-00000-81000-43000-0	\$319.53
12270 LOZANO SMITH	2/12/2018 12:00:00 AM	2045012	010-00000-0-00000-71000-58000-0	\$49.35
13585 MADERA COUNTY OFFICE OF ED.	1/24/2018 12:00:00 AM	180246	010-62640-0-11100-21300-52000-0	\$40.00
14092 MEDICAL BILLING TECH, INC.	2/5/2018 12:00:00 AM	AR-24752	010-00000-0-00000-72000-58000-0	\$1,000.00
14092 MEDICAL BILLING TECH, INC.	2/12/2018 12:00:00 AM	AR-24936	010-56400-0-11100-10000-58000-0	\$13.61
14092 MEDICAL BILLING TECH, INC.	1/29/2018 12:00:00 AM	AR-24745	010-56400-0-11100-10000-58000-0	\$28.30
13882 MOBILE MODULAR MGT. CORP.	1/24/2018 12:00:00 AM	1542721	010-00000-0-00000-81000-56000-0	\$509.00
13882 MOBILE MODULAR MGT. CORP.	1/24/2018 12:00:00 AM	1542645	010-00000-0-00000-81000-56000-0	\$509.00
13882 MOBILE MODULAR MGT. CORP.	1/24/2018 12:00:00 AM	1542803	010-00000-0-00000-81000-56000-0	\$509.00
14103 MUNOZ, JACOB	2/19/2018 12:00:00 AM	MILEAGE REIMB.	010-07200-0-11100-10000-52000-0	\$240.89
12836 OFFICE DEPOT, INC.	1/18/2018 12:00:00 AM	MULTI INV	010-00000-0-00000-72000-43000-0	\$75.07
12836 OFFICE DEPOT, INC.	1/17/2018 12:00:00 AM	MULTI INV	010-11000-0-11100-10000-43000-0	\$60.91
12836 OFFICE DEPOT, INC.	2/2/2018 12:00:00 AM	MULTI INV	010-11000-0-11100-10000-43000-0	\$555.31
12836 OFFICE DEPOT, INC.	1/30/2018 12:00:00 AM	MULTI INV	010-60100-0-11100-10000-43000-0	\$52.11
12836 OFFICE DEPOT, INC.	2/1/2018 12:00:00 AM	MULTI INV	010-90336-0-11100-10000-43000-0	\$499.17
14179 PURCHASE POWER	1/14/2018 12:00:00 AM	8000-9090-0896-7114	010-00000-0-00000-72000-59000-0	\$138.04
14313 SDE, INC.	2/8/2018 12:00:00 AM	K019-022018-2778-299	010-30100-0-11100-10000-52000-0	\$444.00
14313 SDE, INC.	2/8/2018 12:00:00 AM	K019-012018-1883-199	010-30100-0-11100-10000-52000-0	\$444.00
14313 SDE, INC.	2/8/2018 12:00:00 AM	K019-012018-1232-131	010-30100-0-11100-10000-52000-0	\$444.00
14313 SDE, INC.	2/8/2018 12:00:00 AM	K019-012018-1260-134	010-30100-0-11100-10000-52000-0	\$444.00
14111 SISC	2/1/2018 12:00:00 AM	ACTIVE HW FEB 2018	010-00000-0-00000-00000-95024-0	\$62,109.92

14111 SISC	2/1/2018 12:00:00 AM	180956	RETIRED HW FEB 2018	010-00000-0-00000-00000-95028-0	\$4,612.20
14111 SISC	2/1/2018 12:00:00 AM	180955	BOARD MEMBERS HW FE	010-00000-0-00000-71000-34020-0	\$5,541.92
5383 SOUTHERN CALIF EDISON CO	2/22/2018 12:00:00 AM	180932	2-01-784-2667	010-99900-0-00000-81000-55000-0	\$1,151.40
5383 SOUTHERN CALIF EDISON CO	1/24/2018 12:00:00 AM	180933	2-01-784-2345	010-99900-0-00000-81000-55000-0	\$3,209.77
13902 SOUTHWEST SCH. & OFFICE SUPPLY	1/23/2018 12:00:00 AM	180929	PINV0374640	010-00000-0-11100-10000-43000-0	\$7.03
13902 SOUTHWEST SCH. & OFFICE SUPPLY	1/26/2018 12:00:00 AM	180930	PINV0376830	010-00000-0-11100-10000-43000-0	\$1,284.38
13902 SOUTHWEST SCH. & OFFICE SUPPLY	1/30/2018 12:00:00 AM	180957	PINV0378087	010-00000-0-11100-10000-43000-0	\$91.79
14105 SPENCE FENCE COMPANY, INC.	2/1/2018 12:00:00 AM	181026	10362	010-00000-0-00000-81000-43000-0	\$250.00
14197 Stanton Office Machine Company	1/29/2018 12:00:00 AM	180935	53795	010-00000-0-00000-72000-43000-0	\$55.07
14197 Stanton Office Machine Company	1/29/2018 12:00:00 AM	180934	53795	010-00000-0-11100-10000-43000-0	\$135.97
14197 Stanton Office Machine Company	1/29/2018 12:00:00 AM	180936	53797	010-00000-0-11100-10000-43000-0	\$33.69
14197 Stanton Office Machine Company	1/29/2018 12:00:00 AM	180937	53798	010-00000-0-11100-10000-43000-0	\$241.29
13267 Supplyworks	1/23/2018 12:00:00 AM	180931	426420410	010-00000-0-00000-81000-43000-0	\$832.11
13267 Supplyworks	2/6/2018 12:00:00 AM	181024	428075576	010-00000-0-00000-81000-43000-0	\$127.43
13267 Supplyworks	2/6/2018 12:00:00 AM	181025	428075584	010-00000-0-00000-81000-43000-0	\$64.85
13267 SUPPLYWORKS	1/30/2018 12:00:00 AM	180952	427249446	010-00000-0-00000-81000-43000-0	\$625.63
13130 SYSCO FOOD SERVICES	2/20/2018 12:00:00 AM	181022	184490114	010-07200-0-00000-24950-43000-0	\$115.23
12264 TIPTON AUTO PARTS	1/3/2018 12:00:00 AM	180959	4999	010-00000-0-00000-81000-43000-0	\$4.30
12264 TIPTON AUTO PARTS	1/4/2018 12:00:00 AM	180961	5087	010-00000-0-00000-81000-43000-0	\$110.12
12264 TIPTON AUTO PARTS	1/10/2018 12:00:00 AM	180963	5296	010-00000-0-00000-81000-43000-0	\$14.17
12264 TIPTON AUTO PARTS	1/3/2018 12:00:00 AM	180960	5019	010-00000-0-00000-81000-43000-0	\$6.45
12264 TIPTON AUTO PARTS	1/8/2018 12:00:00 AM	180962	5185	010-00000-0-00000-81000-43000-0	\$107.53
12264 TIPTON AUTO PARTS	1/24/2018 12:00:00 AM	180965	5836	010-00000-0-00000-81000-43000-0	\$10.75
12264 TIPTON AUTO PARTS	1/23/2018 12:00:00 AM	180964	5775	010-00000-0-00000-81000-43000-0	\$18.10
5760 TIPTON COMMUNITY SERVICES DIST	1/30/2018 12:00:00 AM	180958	10040002	010-00000-0-00000-81000-55000-0	\$595.20
5763 TIPTON SCH REV CASH FUND	1/30/2018 12:00:00 AM	180940	SMART AND FINAL	010-90336-0-11100-10000-43000-0	\$81.40
13605 TULARE CO. OFFICE OF EDUCATION	1/19/2018 12:00:00 AM	180966	181255	010-30100-0-11100-10000-52000-0	\$300.00
13463 TULARE COUNTY OFFICE OF EDUCAT	2/8/2018 12:00:00 AM	181027	181516	010-00000-0-00000-71000-52000-0	\$100.00
13463 TULARE COUNTY OFFICE OF EDUCAT	2/7/2018 12:00:00 AM	181028	181445	010-00000-0-11100-10000-58000-0	\$12,631.12
13463 TULARE COUNTY OFFICE OF EDUCAT	2/6/2018 12:00:00 AM	181029	181426	010-00000-0-11100-10000-58000-0	\$200.00
12324 TULE TRASH COMPANY	2/1/2018 12:00:00 AM	180970	82124816	010-00000-0-00000-81000-55000-0	\$1,006.80
14067 UNIVERSITY OF OREGON	2/1/2018 12:00:00 AM	181033	181-01535	010-07200-0-11100-10000-53000-0	\$107.00
14271 US POSTAL SERVICE	2/22/2018 12:00:00 AM	181032	ENVELOPE ORDER FORM	010-00000-0-00000-72000-59000-0	\$912.45
13496 VALLEY PACIFIC PET. SERV., INC	1/25/2018 12:00:00 AM	180939	INV-554357	010-07230-0-00000-36000-43000-0	\$783.60
13496 VALLEY PACIFIC PET. SERV., INC	2/9/2018 12:00:00 AM	181035	INV-557119	010-07230-0-00000-36000-43000-0	\$946.11
13333 VERIZON WIRELESS	1/19/2018 12:00:00 AM	180941	98001797872	010-00000-0-00000-81000-59000-0	\$561.74



14297	CSNA	181040	2/22/2018	12:00:00 AM	CSNA MEMBERSHIP	130-53100-0-00000-37000-53000-0	\$15.00
14312	DBA LYDIAS UNIFORMS	181004	2/6/2018	12:00:00 AM	364873	130-53100-0-00000-37000-43000-0	\$29.97
14312	DBA LYDIAS UNIFORMS	180950	1/30/2018	12:00:00 AM	356699	130-53100-0-00000-37000-43000-0	\$467.58
14246	FRESNO PRODUCE	180947	2/6/2018	12:00:00 AM	880754	130-53100-0-00000-37000-43000-0	\$227.85
14246	FRESNO PRODUCE INC	180920	1/29/2018	12:00:00 AM	879556	130-53100-0-00000-37000-47000-0	\$402.37
14246	FRESNO PRODUCE INC	180993	2/20/2018	12:00:00 AM	881976	130-53100-0-00000-37000-47000-0	\$199.16
12921	GOLD STAR FOODS INC.	180999	2/8/2018	12:00:00 AM	2288857	130-53100-0-00000-37000-47000-0	\$450.12
12921	GOLD STAR GOODS INC.	180949	2/1/2018	12:00:00 AM	2287347	130-53100-0-00000-37000-47000-0	\$1,448.00
13961	LOWE'S	181008	2/1/2018	12:00:00 AM	992836	130-53100-0-00000-37000-44000-0	\$735.99
13961	LOWE'S	181009	2/1/2018	12:00:00 AM	928638	130-53100-0-00000-37000-44000-0	\$735.98
14287	P & R Paper Supply Company, In	180928	1/29/2018	12:00:00 AM	10490321-00	130-53100-0-00000-37000-43000-0	\$1,031.03
13191	PRODUCERS	180927	1/27/2018	12:00:00 AM	21002712	130-53100-0-00000-37000-47000-0	\$794.66
13191	PRODUCERS	181016	2/10/2018	12:00:00 AM	21007782	130-53100-0-00000-37000-47000-0	\$1,088.29
13191	PRODUCERS	181017	2/17/2018	12:00:00 AM	21010409	130-53100-0-00000-37000-47000-0	\$1,228.41
13191	PRODUCERS	180951	2/3/2018	12:00:00 AM	20105366	130-53100-0-00000-37000-47000-0	\$1,002.50
13129	SCHOOL LUNCH PRODUCTS, INC.	180967	2/5/2018	12:00:00 AM	33879	130-53100-0-00000-37000-47000-0	\$1,238.11
13130	SYSCO FOOD SERVICES	180982	1/31/2018	12:00:00 AM	184468016	130-53100-0-00000-37000-44000-0	\$921.62
13130	SYSCO FOOD SERVICES	181023	2/20/2018	12:00:00 AM	184490113	130-53100-0-00000-37000-47000-0	\$1,653.50
13130	SYSCO FOOD SERVICES	180953	2/6/2018	12:00:00 AM	184475718	130-53100-0-00000-37000-47000-0	\$2,430.86
13130	SYSCO FOOD SERVICES	180981	1/31/2018	12:00:00 AM	184468016	130-53800-0-00000-37000-44000-0	\$13,141.80
12324	TULE TRASH COMPANY	181030	2/1/2018	12:00:00 AM	82124817	130-53100-0-00000-81000-55000-0	\$717.00
13412	US SOAP WEST, LLC	180968	2/5/2018	12:00:00 AM	11539	130-53100-0-00000-37000-58000-0	\$326.75
12650	VALLEY FOOD SERVICE	180938	1/29/2018	12:00:00 AM	346784	130-53100-0-00000-37000-47000-0	\$1,756.05
12650	VALLEY FOOD SERVICE	181034	2/9/2018	12:00:00 AM	347269	130-53100-0-00000-37000-47000-0	\$843.18
<b>Cafeteria Fund Total Expenditures</b>							<b>\$32,885.78</b>
13847	CTL-SEE'S, INC.	181043	2/8/2018	12:00:00 AM	11836	350-77110-0-00000-85000-62000-0	\$2,385.00
13847	CTL-SEE'S, INC.	181044	2/8/2018	12:00:00 AM	11835	350-77110-0-00000-85000-62000-0	\$7,644.00
14248	LUKE ANTHONY SMITH	181002	2/16/2018	12:00:00 AM	136	350-77110-0-00000-85000-62000-0	\$1,822.50
13607	MANGINI ASSOCIATES, INC.	181011	1/31/2018	12:00:00 AM	9071	350-77110-0-00000-85000-62000-0	\$4,039.01
14266	ORAL E. MICHAM INC	181045	1/25/2018	12:00:00 AM	PAYMENT LEASE #14	350-77110-0-00000-85000-62000-0	\$218,314.58
14266	ORAL E. MICHAM INC	180980	12/28/2017	12:00:00 AM	PAYMENT LEASE #13	350-77110-0-00000-85000-62000-0	\$367,416.57
13883	THOMAS ARTHUR HIRST	181031	2/1/2018	12:00:00 AM	14	350-77110-0-00000-85000-62000-0	\$4,200.00

<b>Building Fund Total Expenditures</b>							<b>\$371,616.57</b>
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<b>TOTAL ACCOUNTS PAYABLE</b>							<b>\$ 548,489.42</b>
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## **5. Finance: Action items:**

### **5.2 Budget Revisions**

**Budget Revision Report**

Bdg Revision Final

Control Number: 22245787

Account Classification	Approved / Revised	Change Amount	Proposed Budget
<b>Fund: 0100 General Fund</b>			
<b>Revenues</b>			
010-00000-0-00000-00000-80110-0	\$4,461,236.00	\$99,894.00	\$4,561,130.00
010-14000-0-00000-00000-80120-0	\$654,651.00	\$7,253.00	\$661,904.00
<b>Revenue Limit</b>	\$5,115,887.00	\$107,147.00	\$5,223,034.00
<b>Other State Revenues</b>	\$3,122.00	(\$1,122.00)	\$2,000.00
	\$3,122.00	(\$1,122.00)	\$2,000.00
<b>Other Local Revenues</b>	\$20,000.00	\$833.11	\$20,833.11
	\$12,000.00	\$19,039.12	\$31,039.12
	\$32,000.00	\$19,872.23	\$51,872.23
<b>Total Revenues</b>	\$5,151,009.00	\$125,897.23	\$5,276,906.23
<b>Expenditures</b>			
	\$1,799,439.00	\$50,000.00	\$1,849,439.00
	(\$454,651.00)	(\$7,253.00)	(\$461,904.00)
	\$454,651.00	\$7,253.00	\$461,904.00
	\$5,500.00	\$2,000.00	\$7,500.00
<b>Certificated Salaries</b>	\$1,804,939.00	\$52,000.00	\$1,856,939.00
	\$125,968.36	\$16,203.64	\$142,172.00
	\$1,500.00	(\$1,122.00)	\$378.00
	\$127,468.36	\$15,081.64	\$142,550.00
<b>Classified Salaries</b>			
	\$15,070.00	\$9,482.65	\$24,552.65
	\$538.48	(\$538.48)	\$0.00

**Budget Revision Report**

Bdg Revision Final

Control Number: 22245787

Account Classification	Approved / Revised	Change Amount	Proposed Budget
<b>Employee Benefits</b>			
010-30100-0-11100-10000-43000-0	\$15,608.48	\$8,944.17	\$24,552.65
<b>Books and Supplies</b>			
010-30100-0-11100-10000-58000-0	\$8,000.00	\$66,946.25	\$74,946.25
010-30100-0-11100-10000-58000-0	\$8,000.00	\$66,946.25	\$74,946.25
<b>Services, Other Operating Expenses</b>			
010-30100-0-00000-72100-73100-0	\$22,800.00	(\$3,200.00)	\$19,600.00
010-00000-0-00000-72100-73500-0	\$500.00	\$538.48	\$1,038.48
010-30100-0-00000-72100-73100-0	\$23,300.00	(\$2,661.52)	\$20,638.48
<b>Direct Support/Indirect Costs</b>			
010-00000-0-00000-72100-73100-0	(\$29,649.63)	\$732.14	(\$28,917.49)
010-00000-0-00000-72100-73500-0	(\$26,340.37)	(\$562.73)	(\$26,903.10)
010-30100-0-00000-72100-73100-0	\$6,850.31	(\$7.74)	\$6,842.57
<b>Total Expenditures</b>			
<b>Other Financing Sources/Uses</b>			
	\$1,930,176.15	\$140,472.21	\$2,070,648.36
	(\$2,309,652.81)	(\$6,632.80)	(\$2,316,285.61)
	\$1,545,163.06	\$16,203.64	\$1,561,366.70
	(\$764,489.75)	\$9,570.84	(\$754,918.91)
<b>Contributions</b>			
<b>Budgeted Unappropriated Fund Balance before this adjustment:</b>		<b>\$2,220,169.35</b>	
<b>Total Adjustment to Unappropriated Fund Balance:</b>		<b>(\$5,004.14)</b>	
<b>Budgeted Unappropriated Fund Balance after this adjustment:</b>		<b>\$2,215,165.21</b>	

# Budget Revision Report

Bdg Revision Final

Control Number: 22245787

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 1300 Cafeteria Special Revenue Fund Expenditures			
130-53800-0-00000-37000-44000-0	\$13,000.00	\$141.80	\$13,141.80
Books and Supplies	\$13,000.00	\$141.80	\$13,141.80
130-53100-0-00000-81000-64000-0	\$144,720.00	\$20,000.00	\$164,720.00
Capital Outlay	\$144,720.00	\$20,000.00	\$164,720.00
130-53800-0-00000-72100-73500-0	\$141.80	(\$141.80)	\$0.00
Direct Support/Indirect Costs	\$141.80	(\$141.80)	\$0.00
Total Expenditures	\$157,861.80	\$20,000.00	\$177,861.80
Budgeted Unappropriated Fund Balance before this adjustment:		\$160,721.50	
Total Adjustment to Unappropriated Fund Balance:		(\$20,000.00)	
Budgeted Unappropriated Fund Balance after this adjustment:		\$140,721.50	

# Budget Revision Report

Bdg Revision Final

Control Number: 22245787

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 1.400 Deferred Maintenance Fund Revenues			
140-06205-0-00000-00000-86600-0	\$182.33	\$180.52	\$362.85
Other Local Revenues	\$182.33	\$180.52	\$362.85
Total Revenues	\$182.33	\$180.52	\$362.85

Budgeted Unappropriated Fund Balance before this adjustment:

Total Adjustment to Unappropriated Fund Balance:

\$72,172.18

\$180.52

Budgeted Unappropriated Fund Balance after this adjustment:

\$72,352.70

### Budget Revision Report

Bdg Revision Final

Control Number: 22245787

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 2100 Building Fund Revenues			
210-99900-0-00000-00000-86600-0	\$1,337.82	\$290.76	\$1,628.58
Other Local Revenues	\$1,337.82	\$290.76	\$1,628.58
Total Revenues	\$1,337.82	\$290.76	\$1,628.58
Budgeted Unappropriated Fund Balance before this adjustment:		\$0.00	
Total Adjustment to Unappropriated Fund Balance:		\$290.76	
Budgeted Unappropriated Fund Balance after this adjustment:		\$290.76	

**Budget Revision Report**

Bdg Revision Final

Control Number: 22245787

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 2510 Developer Fees Fund			
Revenues			
251-99620-0-00000-00000-86600-0	\$0.00	\$324.38	\$324.38
251-99620-0-00000-00000-86620-0	\$0.00	\$75.83	\$75.83
Other Local Revenues	\$0.00	\$400.21	\$400.21
Total Revenues	\$0.00	\$400.21	\$400.21
Expenditures			
Capital Outlay			
251-99620-0-00000-85000-62000-0	\$50,931.38	\$7,446.54	\$58,377.92
Total Expenditures	\$50,931.38	\$7,446.54	\$58,377.92
Budgeted Unappropriated Fund Balance before this adjustment:	\$50,931.38	\$7,446.54	\$58,377.92
Total Adjustment to Unappropriated Fund Balance:		<b>\$7,446.54</b>	
Budgeted Unappropriated Fund Balance after this adjustment:		<b>(\$7,046.33)</b>	



### Budget Revision Report

Bdg Revision Final

Control Number: 22245787

Account Classification	Approved / Revised	Change Amount	Proposed Budget
Fund: 3500 County School Facilities Fund - New Construction Expenditures			
350-77110-0-00000-85000-62000-0	\$3,146,102.44	(\$368,514.31)	\$2,777,588.13
Capital Outlay	\$3,146,102.44	(\$368,514.31)	\$2,777,588.13
Total Expenditures	\$3,146,102.44	(\$368,514.31)	\$2,777,588.13

Budgeted Unappropriated Fund Balance before this adjustment:

Total Adjustment to Unappropriated Fund Balance:

Budgeted Unappropriated Fund Balance after this adjustment:

**(\$368,514.31)**  
**\$368,514.31**  
**\$0.00**

# Budget Revision Report

Control Number: 22245787

Account Classification

Approved / Revised

Change Amount Proposed Budget

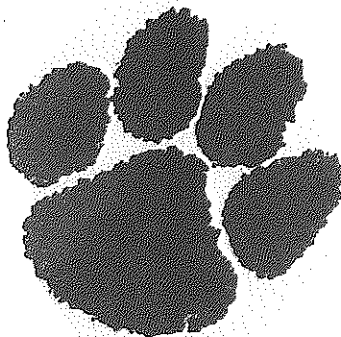
At a meeting of the school board on \_\_\_\_\_, the board approved the above budget account lines change to those amounts indicated in the proposed budget column.

Authorized by: \_\_\_\_\_  
(County Office Use Only)  
Updated at County Office on \_\_\_\_/\_\_\_\_/\_\_\_\_ by \_\_\_\_\_

## **5. Finance: Action items:**

### **5.3 2<sup>nd</sup> Interim Report 2017-2018**

# Tipton Elementary School District



## SECOND PERIOD INTERIM REPORT 2017-18

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<b>  Restricted</b>	<b>16</b>
<b>  Combined</b>	<b>24</b>
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NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 06, 2018 Signed: \_\_\_\_\_  
President of the Governing Board

**CERTIFICATION OF FINANCIAL CONDITION**

- POSITIVE CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Anthony Hernandez Telephone: 559.752.4213  
Title: Co-Superintendent E-mail: Ahernandez@tipton.k12.ca.us

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2016-17) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	547.27	547.27	558.10	558.10	10.83	2%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	547.27	547.27	558.10	558.10	10.83	2%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	2.93	2.93	2.93	2.93	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	2.93	2.93	2.93	2.93	0.00	0%
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	550.20	550.20	561.03	561.03	10.83	2%
<b>7. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						



Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>5. County Operations Grant ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
5. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0%

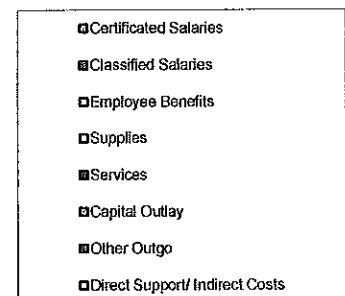
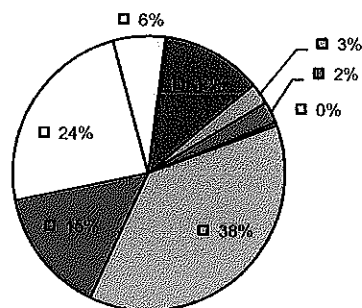
Tipton Elementary School District  
2017-2018 2nd Interim  
**Revenues, Expenditures and Changes in Fund Balance**

FUND 010

**GENERAL FUND**

	Unrestricted	Restricted	Combined
<b>Beginning Balance</b>	\$2,640,540.23	\$328,892.94	\$2,969,433.17
<i>Revenues</i>			
Revenue Limit	\$5,892,934.00	\$0.00	\$5,892,934.00
Federal Revenue	\$0.00	\$311,692.00	\$311,692.00
State Revenue	\$177,907.00	\$389,965.00	\$567,872.00
Local Revenue	\$23,473.23	\$95,568.16	\$119,041.39
<b>Total Revenue</b>	<b>\$6,094,314.23</b>	<b>\$797,225.16</b>	<b>\$6,891,539.39</b>
<i>Expenditures</i>			
Certificated Salaries	\$2,560,705.98	\$50,000.00	\$2,610,705.98
Classified Salaries	\$607,927.04	\$423,732.41	\$1,031,659.45
Employee Benefits	\$1,316,809.83	\$345,860.99	\$1,662,670.82
Supplies	\$268,775.97	\$161,822.97	\$430,598.94
Services	\$533,776.89	\$291,535.72	\$825,312.61
Capital Outlay	\$28,837.28	\$150,000.00	\$178,837.28
Other Outgo	\$63,625.00	\$112,169.00	\$175,794.00
Direct Support/ Indirect Costs	(\$55,820.59)	\$28,917.49	(\$26,903.10)
<b>Total Expenditures</b>	<b>\$5,324,637.40</b>	<b>\$1,564,038.58</b>	<b>\$6,888,675.98</b>
<i>Other Financing Sources/ Uses</i>			
Other sources In	\$0.00		\$0.00
Interfund Transfer Out	(\$650,000.00)		(\$650,000.00)
Contributions	(\$547,476.90)	\$547,476.90	\$0.00
<b>Total, Other Financing Sources/Uses</b>	<b>(\$1,197,476.90)</b>	<b>\$547,476.90</b>	<b>(\$650,000.00)</b>
<b>Net Increase/Decrease</b>	<b>(\$427,800.07)</b>	<b>(\$219,336.52)</b>	<b>(\$647,136.59)</b>
<b>Ending fund Balance</b>	<b>\$2,212,740.16</b>	<b>\$109,556.42</b>	<b>\$2,322,296.58</b>

**General Fund Expenditures**



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	5,783,287.00	5,785,787.00	3,198,814.90	5,892,934.00	107,147.00	1.9%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	96,224.00	177,907.00	91,563.06	177,907.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,601.00	3,601.00	59,263.15	23,473.23	19,872.23	551.9%
5) TOTAL, REVENUES			5,883,112.00	5,967,295.00	3,349,641.11	6,094,314.23		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	2,541,873.32	2,510,705.98	1,403,583.62	2,560,705.98	(50,000.00)	-2.0%
2) Classified Salaries		2000-2999	503,002.45	591,723.40	323,374.64	607,927.04	(16,203.64)	-2.7%
3) Employee Benefits		3000-3999	1,311,428.21	1,307,327.18	771,765.83	1,316,809.83	(9,482.65)	-0.7%
4) Books and Supplies		4000-4999	273,775.97	268,775.97	92,408.71	268,775.97	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	526,996.00	533,776.89	193,984.59	533,776.89	0.00	0.0%
6) Capital Outlay		6000-6999	20,000.00	28,837.28	0.00	28,837.28	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	54,475.00	63,625.00	24,395.00	63,625.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(33,856.41)	(55,990.00)	0.00	(55,820.59)	(169.41)	0.3%
9) TOTAL, EXPENDITURES			5,197,694.54	5,248,781.70	2,809,512.39	5,324,637.40		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			685,417.46	718,513.30	540,128.72	769,676.83		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	450,000.00	650,000.00	650,000.00	650,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(535,480.35)	(557,047.74)	0.00	(547,476.90)	9,570.84	-1.7%
4) TOTAL, OTHER FINANCING SOURCES/USES			(985,480.35)	(1,207,047.74)	(650,000.00)	(1,197,476.90)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(300,062.89)	(488,534.44)	(109,871.28)	(427,800.07)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,640,540.23	2,640,540.23		2,640,540.23	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,640,540.23	2,640,540.23		2,640,540.23		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,640,540.23	2,640,540.23		2,640,540.23		
2) Ending Balance, June 30 (E + F1e)			2,340,477.34	2,152,005.79		2,212,740.16		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	2,500.00	2,500.00		2,500.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			2,337,977.34	2,149,505.79		2,210,240.16		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment State Aid - Current Year		8011	4,489,970.00	4,461,236.00	2,482,016.35	4,561,130.00	99,894.00	2.2%
Education Protection Account State Aid - Current Year		8012	654,651.00	654,651.00	330,531.00	661,904.00	7,253.00	1.1%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	0.00	0.00	2,942.00	0.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	648,666.00	679,900.00	361,750.09	679,900.00	0.00	0.0%
Unsecured Roll Taxes		8042	0.00	0.00	43,934.42	0.00	0.00	0.0%
Prior Years' Taxes		8043	0.00	0.00	362.69	0.00	0.00	0.0%
Supplemental Taxes		8044	0.00	0.00	3,487.35	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	(16,905.00)	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	696.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>5,793,287.00</b>	<b>5,795,787.00</b>	<b>3,208,814.90</b>	<b>5,902,934.00</b>	<b>107,147.00</b>	<b>1.8%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	(10,000.00)	(10,000.00)	(10,000.00)	(10,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>5,783,287.00</b>	<b>5,785,787.00</b>	<b>3,198,814.90</b>	<b>5,892,934.00</b>	<b>107,147.00</b>	<b>1.9%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8284	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Educator Quality	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Education Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Title V, Part B, Public Charter Schools Grant Program (PCSGP) (NCLB)	4610	8290						
Other NCLB / Every Student Succeeds Act	3012-3020, 3030-3199, 4036-4126, 5510	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	15,544.00	97,227.00	43,479.00	97,227.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	78,480.00	78,480.00	46,204.06	78,480.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
Common Core State Standards Implementation	7405	8590						
All Other State Revenue	All Other	8590	2,200.00	2,200.00	1,880.00	2,200.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			96,224.00	177,907.00	91,563.06	177,907.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes							0.00	0.0%
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00		
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,000.00	20,000.00	20,833.11	20,833.11	833.11	4.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	(28,399.00)	(28,399.00)	5,381.74	(28,399.00)	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	12,000.00	12,000.00	33,048.30	31,039.12	19,039.12	158.7%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			3,601.00	3,601.00	59,263.15	23,473.23	19,872.23	551.9%
<b>TOTAL, REVENUES</b>			5,883,112.00	5,967,295.00	3,349,641.11	6,094,314.23	127,019.22	2.1%



2017-18 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	2,235,451.93	2,288,685.14	1,288,541.92	2,338,685.14	(50,000.00)	-2.2%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	245,000.00	178,687.48	71,708.34	178,687.48	0.00	0.0%
Other Certificated Salaries		1900	61,421.39	43,333.36	43,333.36	43,333.36	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>2,541,873.32</b>	<b>2,510,705.98</b>	<b>1,403,583.62</b>	<b>2,560,705.98</b>	<b>(50,000.00)</b>	<b>-2.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	129,965.36	129,968.36	68,360.74	146,172.00	(16,203.64)	-12.5%
Classified Support Salaries		2200	185,272.33	209,602.02	114,845.79	209,602.02	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	108,764.76	131,710.62	81,818.35	131,710.62	0.00	0.0%
Clerical, Technical and Office Salaries		2400	79,000.00	120,442.40	58,349.76	120,442.40	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>503,002.45</b>	<b>591,723.40</b>	<b>323,374.64</b>	<b>607,927.04</b>	<b>(16,203.64)</b>	<b>-2.7%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	175,951.00	177,562.00	194,632.91	177,562.00	0.00	0.0%
PERS		3201-3202	85,384.66	93,153.18	56,611.62	102,635.83	(9,482.65)	-10.2%
OASDI/Medicare/Alternative		3301-3302	88,392.06	90,845.00	48,001.29	90,845.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	833,461.22	816,877.00	411,418.96	816,877.00	0.00	0.0%
Unemployment Insurance		3501-3502	1,892.65	1,913.00	861.02	1,913.00	0.00	0.0%
Workers' Compensation		3601-3602	115,124.74	115,207.00	57,116.43	115,207.00	0.00	0.0%
OPEB, Allocated		3701-3702	3,458.00	3,557.00	1,554.23	3,557.00	0.00	0.0%
OPEB, Active Employees		3751-3752	2,783.88	3,213.00	1,569.37	3,213.00	0.00	0.0%
Other Employee Benefits		3901-3902	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,311,428.21</b>	<b>1,307,327.18</b>	<b>771,765.83</b>	<b>1,316,809.83</b>	<b>(9,482.65)</b>	<b>-0.7%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	239,975.97	234,975.97	81,485.18	234,975.97	0.00	0.0%
Noncapitalized Equipment		4400	31,800.00	31,800.00	10,788.90	31,800.00	0.00	0.0%
Food		4700	2,000.00	2,000.00	134.63	2,000.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>273,775.97</b>	<b>268,775.97</b>	<b>92,408.71</b>	<b>268,775.97</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	29,000.00	29,000.00	9,018.80	29,000.00	0.00	0.0%
Dues and Memberships		5300	31,200.00	31,200.00	13,239.79	31,200.00	0.00	0.0%
Insurance		5400-5450	30,876.00	30,876.00	26,882.00	30,876.00	0.00	0.0%
Operations and Housekeeping Services		5500	55,000.00	55,000.00	18,166.46	55,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	25,000.00	25,000.00	10,689.00	25,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	294,920.00	301,700.89	111,251.69	301,700.89	0.00	0.0%
Communications		5900	61,000.00	61,000.00	4,736.85	61,000.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>526,996.00</b>	<b>533,776.89</b>	<b>193,984.59</b>	<b>533,776.89</b>	<b>0.00</b>	<b>0.0%</b>

2017-18 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	20,000.00	28,837.28	0.00	28,837.28	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>20,000.00</b>	<b>28,837.28</b>	<b>0.00</b>	<b>28,837.28</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	30,850.00	40,000.00	24,395.00	40,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	23,625.00	23,625.00	0.00	23,625.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>54,475.00</b>	<b>63,625.00</b>	<b>24,395.00</b>	<b>63,625.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	(14,521.30)	(29,649.63)	0.00	(28,917.49)	(732.14)	2.5%
Transfers of Indirect Costs - Interfund		7350	(19,335.11)	(26,340.37)	0.00	(26,903.10)	562.73	-2.1%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(33,856.41)</b>	<b>(55,990.00)</b>	<b>0.00</b>	<b>(55,820.59)</b>	<b>(169.41)</b>	<b>0.3%</b>
<b>TOTAL, EXPENDITURES</b>			<b>5,197,694.54</b>	<b>5,248,781.70</b>	<b>2,809,512.39</b>	<b>5,324,637.40</b>	<b>(75,855.70)</b>	<b>-1.4%</b>

2017-18 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	450,000.00	650,000.00	650,000.00	650,000.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			450,000.00	650,000.00	650,000.00	650,000.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(535,480.35)	(557,047.74)	0.00	(547,476.90)	9,570.84	-1.7%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			(535,480.35)	(557,047.74)	0.00	(547,476.90)	9,570.84	-1.7%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			(985,480.35)	(1,207,047.74)	(650,000.00)	(1,197,476.90)	9,570.84	-0.8%

2017-18 Second Interim  
General Fund  
Restricted (Resources 2000-9999)  
Revenue, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	214,450.00	311,692.00	179,979.00	311,692.00	0.00	0.0%
3) Other State Revenue		8300-8599	323,067.00	391,087.00	194,402.24	389,965.00	(1,122.00)	-0.3%
4) Other Local Revenue		8600-8799	92,181.00	95,568.16	48,577.12	95,568.16	0.00	0.0%
5) TOTAL, REVENUES			629,698.00	798,347.16	422,958.36	797,225.16		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	47,212.22	48,000.00	27,099.62	50,000.00	(2,000.00)	-4.2%
2) Classified Salaries		2000-2999	418,889.84	422,441.28	247,002.41	423,732.41	(1,291.13)	-0.3%
3) Employee Benefits		3000-3999	344,790.58	345,079.37	108,435.19	345,860.99	(781.62)	-0.2%
4) Books and Supplies		4000-4999	73,695.04	88,176.64	38,080.58	161,822.97	(73,646.33)	-83.5%
5) Services and Other Operating Expenditures		5000-5999	309,918.47	438,487.24	93,058.67	291,535.72	146,951.52	33.5%
6) Capital Outlay		6000-6999	0.00	150,000.00	7,739.00	150,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	112,000.00	112,169.00	56,000.00	112,169.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	14,521.30	28,925.23	0.00	28,917.49	7.74	0.0%
9) TOTAL, EXPENDITURES			1,321,027.45	1,633,278.76	577,415.47	1,564,038.58		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(691,329.45)	(834,931.60)	(154,457.11)	(766,813.42)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	535,480.35	574,202.22	0.00	547,476.90	(26,725.32)	-4.7%
4) TOTAL, OTHER FINANCING SOURCES/USES			535,480.35	574,202.22	0.00	547,476.90		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(155,849.10)	(260,729.38)	(154,457.11)	(219,336.52)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	328,892.94	328,892.94		328,892.94	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			328,892.94	328,892.94		328,892.94		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			328,892.94	328,892.94		328,892.94		
2) Ending Balance, June 30 (E + F1e)			173,043.84	68,163.56		109,556.42		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	173,043.84	208,163.56		109,556.42		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(140,000.00)		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
<b>Subtotal, LCFF Sources</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	145,348.00	241,911.00	149,365.00	241,911.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290	30,000.00	28,232.00	17,571.00	28,232.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Education Program	4201	8290	1,500.00	2,917.00	1,616.00	2,917.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	37,602.00	38,632.00	11,427.00	38,632.00	0.00	0.0%
Title V, Part B, Public Charter Schools Grant Program (PCSGP) (NCLB)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3012-3020, 3030-3199, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>214,450.00</b>	<b>311,692.00</b>	<b>179,979.00</b>	<b>311,692.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Material		8560	24,570.00	24,570.00	15,098.21	24,570.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	150,000.00	163,800.00	121,470.00	163,800.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	57,598.00	57,598.00	57,598.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	148,497.00	145,119.00	236.03	143,997.00	(1,122.00)	-0.8%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>323,067.00</b>	<b>391,087.00</b>	<b>194,402.24</b>	<b>389,965.00</b>	<b>(1,122.00)</b>	<b>-0.3%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	171.00	179.00	179.00	179.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustm		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	92,010.00	95,389.16	48,398.12	95,389.16	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>92,181.00</b>	<b>95,568.16</b>	<b>48,577.12</b>	<b>95,568.16</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>629,698.00</b>	<b>798,347.16</b>	<b>422,958.36</b>	<b>797,225.16</b>	<b>(1,122.00)</b>	<b>-0.1%</b>



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<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	21,317.34	23,000.00	14,599.60	25,000.00	(2,000.00)	-8.7%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	25,894.88	25,000.00	12,500.02	25,000.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>47,212.22</b>	<b>48,000.00</b>	<b>27,099.62</b>	<b>50,000.00</b>	<b>(2,000.00)</b>	<b>-4.2%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	195,662.51	198,668.28	105,131.79	198,668.28	0.00	0.0%
Classified Support Salaries		2200	141,186.19	142,735.24	96,424.06	141,613.24	1,122.00	0.8%
Classified Supervisors' and Administrators' Salaries		2300	30,764.76	30,764.76	17,901.66	33,177.89	(2,413.13)	-7.8%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	51,276.36	50,273.00	27,544.90	50,273.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>418,889.84</b>	<b>422,441.28</b>	<b>247,002.41</b>	<b>423,732.41</b>	<b>(1,291.13)</b>	<b>-0.3%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	147,298.64	149,855.32	3,802.26	149,855.32	0.00	0.0%
PERS		3201-3202	62,279.07	61,335.18	30,731.97	61,709.96	(374.78)	-0.6%
OASDI/Medicare/Alternative		3301-3302	31,914.26	32,343.45	18,830.80	32,528.05	(184.60)	-0.6%
Health and Welfare Benefits		3401-3402	86,064.48	83,737.39	45,232.47	83,855.65	(118.26)	-0.1%
Unemployment Insurance		3501-3502	241.40	291.40	136.60	292.61	(1.21)	-0.4%
Workers' Compensation		3601-3602	15,854.11	16,358.01	9,047.18	16,438.04	(80.03)	-0.5%
OPEB, Allocated		3701-3702	583.50	573.50	246.14	575.67	(2.17)	-0.4%
OPEB, Active Employees		3751-3752	555.12	585.12	407.77	605.69	(20.57)	-3.5%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>344,790.58</b>	<b>345,079.37</b>	<b>108,435.19</b>	<b>345,860.99</b>	<b>(781.62)</b>	<b>-0.2%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	5,000.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	10,000.00	10,000.00	5,049.48	10,000.00	0.00	0.0%
Materials and Supplies		4300	48,695.04	73,601.39	31,946.14	147,247.72	(73,646.33)	-100.1%
Noncapitalized Equipment		4400	10,000.00	4,575.25	1,084.96	4,575.25	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>73,695.04</b>	<b>88,176.64</b>	<b>38,080.58</b>	<b>161,822.97</b>	<b>(73,646.33)</b>	<b>-83.5%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	6,169.17	8,455.47	4,690.99	10,665.47	(2,210.00)	-26.1%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	60,000.00	60,138.16	43,010.68	60,138.16	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	213,749.30	339,893.61	40,256.05	190,732.09	149,161.52	43.9%
Communications		5900	30,000.00	30,000.00	5,100.95	30,000.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>309,918.47</b>	<b>438,487.24</b>	<b>93,058.67</b>	<b>291,535.72</b>	<b>146,951.52</b>	<b>33.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	150,000.00	7,739.00	150,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>150,000.00</b>	<b>7,739.00</b>	<b>150,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	21,202.00	21,202.00	10,431.22	21,202.00	0.00	0.0%
Other Debt Service - Principal		7439	90,798.00	90,967.00	45,568.78	90,967.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>112,000.00</b>	<b>112,169.00</b>	<b>56,000.00</b>	<b>112,169.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	14,521.30	28,925.23	0.00	28,917.49	7.74	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>14,521.30</b>	<b>28,925.23</b>	<b>0.00</b>	<b>28,917.49</b>	<b>7.74</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,321,027.45</b>	<b>1,633,278.76</b>	<b>577,415.47</b>	<b>1,564,038.58</b>	<b>69,240.18</b>	<b>4.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	535,480.35	574,202.22	0.00	547,476.90	(26,725.32)	-4.7%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>535,480.35</b>	<b>574,202.22</b>	<b>0.00</b>	<b>547,476.90</b>	<b>(26,725.32)</b>	<b>-4.7%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>535,480.35</b>	<b>574,202.22</b>	<b>0.00</b>	<b>547,476.90</b>	<b>26,725.32</b>	<b>-4.7%</b>

2017-18 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	5,783,287.00	5,785,787.00	3,198,814.90	5,892,934.00	107,147.00	1.9%
2) Federal Revenue		8100-8299	214,450.00	311,692.00	179,979.00	311,692.00	0.00	0.0%
3) Other State Revenue		8300-8599	419,291.00	568,994.00	285,965.30	567,872.00	(1,122.00)	-0.2%
4) Other Local Revenue		8600-8799	95,782.00	99,169.16	107,840.27	119,041.39	19,872.23	20.0%
5) TOTAL, REVENUES			6,512,810.00	6,765,642.16	3,772,599.47	6,891,539.39		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	2,589,085.54	2,558,705.98	1,430,683.24	2,610,705.98	(52,000.00)	-2.0%
2) Classified Salaries		2000-2999	921,892.29	1,014,164.68	570,377.05	1,031,659.45	(17,494.77)	-1.7%
3) Employee Benefits		3000-3999	1,656,218.79	1,652,406.55	880,201.02	1,662,670.82	(10,264.27)	-0.6%
4) Books and Supplies		4000-4999	347,471.01	356,952.61	130,489.29	430,598.94	(73,646.33)	-20.6%
5) Services and Other Operating Expenditures		5000-5999	836,914.47	972,264.13	287,043.26	825,312.61	146,951.52	15.1%
6) Capital Outlay		6000-6999	20,000.00	178,837.28	7,739.00	178,837.28	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	166,475.00	175,794.00	80,395.00	175,794.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(19,335.11)	(27,064.77)	0.00	(26,903.10)	(161.67)	0.6%
9) TOTAL, EXPENDITURES			6,518,721.99	6,882,060.46	3,386,927.86	6,888,675.98		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(5,911.99)	(116,418.30)	385,671.61	2,863.41		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	450,000.00	650,000.00	650,000.00	650,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	17,154.48	0.00	0.00	(17,154.48)	100.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(450,000.00)	(632,845.52)	(650,000.00)	(650,000.00)		

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General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(455,911.99)	(749,263.82)	(264,328.39)	(647,136.59)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance						2,969,433.17	0.00	0.0%
a) As of July 1 - Unaudited		9791	2,969,433.17	2,969,433.17				
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,969,433.17	2,969,433.17		2,969,433.17		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,969,433.17	2,969,433.17		2,969,433.17		
2) Ending Balance, June 30 (E + F1e)			2,513,521.18	2,220,169.35		2,322,296.58		
Components of Ending Fund Balance								
a) Nonspendable						2,500.00		
Revolving Cash		9711	2,500.00	2,500.00				
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	173,043.84	208,163.56		109,556.42		
c) Committed						0.00		
Stabilization Arrangements		9750	0.00	0.00				
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned						0.00		
Other Assignments		9780	0.00	0.00				
e) Unassigned/Unappropriated						0.00		
Reserve for Economic Uncertainties		9789	0.00	0.00				
Unassigned/Unappropriated Amount		9790	2,337,977.34	2,009,505.79		2,210,240.16		

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<b>LCFF SOURCES</b>								
Principal Apportionment State Aid - Current Year		8011	4,489,970.00	4,461,236.00	2,482,016.35	4,561,130.00	99,894.00	2.2%
Education Protection Account State Aid - Current Year		8012	654,651.00	654,651.00	330,531.00	661,904.00	7,253.00	1.1%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	0.00	0.00	2,942.00	0.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	648,666.00	679,900.00	361,750.09	679,900.00	0.00	0.0%
Unsecured Roll Taxes		8042	0.00	0.00	43,934.42	0.00	0.00	0.0%
Prior Years' Taxes		8043	0.00	0.00	362.69	0.00	0.00	0.0%
Supplemental Taxes		8044	0.00	0.00	3,487.35	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	(16,905.00)	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	696.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>5,793,287.00</b>	<b>5,795,787.00</b>	<b>3,208,814.90</b>	<b>5,902,934.00</b>	<b>107,147.00</b>	<b>1.8%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	(10,000.00)	(10,000.00)	(10,000.00)	(10,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>5,783,287.00</b>	<b>5,785,787.00</b>	<b>3,198,814.90</b>	<b>5,892,934.00</b>	<b>107,147.00</b>	<b>1.9%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	145,348.00	241,911.00	149,365.00	241,911.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290	30,000.00	28,232.00	17,571.00	28,232.00	0.00	0.0%

2017-18 Second Interim  
General Fund  
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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Education Program	4201	8290	1,500.00	2,917.00	1,616.00	2,917.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	37,602.00	38,632.00	11,427.00	38,632.00	0.00	0.0%
Title V, Part B, Public Charter Schools Grant Program (PCSGP) (NCLB)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3012-3020, 3030-3199, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>214,450.00</b>	<b>311,692.00</b>	<b>179,979.00</b>	<b>311,692.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	15,544.00	97,227.00	43,479.00	97,227.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	103,050.00	103,050.00	61,302.27	103,050.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	150,000.00	163,800.00	121,470.00	163,800.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	57,598.00	57,598.00	57,598.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	150,697.00	147,319.00	2,116.03	146,197.00	(1,122.00)	-0.8%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>419,291.00</b>	<b>568,994.00</b>	<b>285,965.30</b>	<b>567,872.00</b>	<b>(1,122.00)</b>	<b>-0.2%</b>

2017-18 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	171.00	179.00	179.00	179.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals								
		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest								
		8660	20,000.00	20,000.00	20,833.11	20,833.11	833.11	4.2%
Net Increase (Decrease) in the Fair Value of Investments								
		8662	(28,399.00)	(28,399.00)	5,381.74	(28,399.00)	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	104,010.00	107,389.16	81,446.42	126,428.28	19,039.12	17.7%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>95,782.00</b>	<b>99,169.16</b>	<b>107,840.27</b>	<b>119,041.39</b>	<b>19,872.23</b>	<b>20.0%</b>
<b>TOTAL, REVENUES</b>			<b>6,512,810.00</b>	<b>6,765,642.16</b>	<b>3,772,599.47</b>	<b>6,891,539.39</b>	<b>125,897.23</b>	<b>1.9%</b>



2017-18 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	2,256,769.27	2,311,685.14	1,303,141.52	2,363,685.14	(52,000.00)	-2.2%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	245,000.00	178,687.48	71,708.34	178,687.48	0.00	0.0%
Other Certificated Salaries		1900	87,316.27	68,333.36	55,833.38	68,333.36	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>2,589,085.54</b>	<b>2,558,705.98</b>	<b>1,430,683.24</b>	<b>2,610,705.98</b>	<b>(52,000.00)</b>	<b>-2.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	325,627.87	328,636.64	173,492.53	344,840.28	(16,203.64)	-4.9%
Classified Support Salaries		2200	326,458.52	352,337.26	211,269.85	351,215.26	1,122.00	0.3%
Classified Supervisors' and Administrators' Salaries		2300	139,529.52	162,475.38	99,720.01	164,888.51	(2,413.13)	-1.5%
Clerical, Technical and Office Salaries		2400	79,000.00	120,442.40	58,349.76	120,442.40	0.00	0.0%
Other Classified Salaries		2900	51,276.38	50,273.00	27,544.90	50,273.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>921,892.29</b>	<b>1,014,164.68</b>	<b>570,377.05</b>	<b>1,031,659.45</b>	<b>(17,494.77)</b>	<b>-1.7%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	323,249.64	327,417.32	198,435.17	327,417.32	0.00	0.0%
PERS		3201-3202	147,663.73	154,488.36	87,343.59	164,345.79	(9,857.43)	-6.4%
OASDI/Medicare/Alternative		3301-3302	120,306.32	123,188.45	66,832.09	123,373.05	(184.60)	-0.1%
Health and Welfare Benefits		3401-3402	919,525.70	900,614.39	456,651.43	900,732.65	(118.26)	0.0%
Unemployment Insurance		3501-3502	2,134.05	2,204.40	997.62	2,205.61	(1.21)	-0.1%
Workers' Compensation		3601-3602	130,978.85	131,565.01	66,163.61	131,645.04	(80.03)	-0.1%
OPEB, Allocated		3701-3702	4,041.50	4,130.50	1,800.37	4,132.67	(2.17)	-0.1%
OPEB, Active Employees		3751-3752	3,319.00	3,798.12	1,977.14	3,818.69	(20.57)	-0.5%
Other Employee Benefits		3901-3902	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,656,218.79</b>	<b>1,652,406.55</b>	<b>880,201.02</b>	<b>1,662,670.82</b>	<b>(10,264.27)</b>	<b>-0.6%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	5,000.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	10,000.00	10,000.00	5,049.48	10,000.00	0.00	0.0%
Materials and Supplies		4300	288,671.01	308,577.36	113,431.32	382,223.69	(73,646.33)	-23.9%
Noncapitalized Equipment		4400	41,800.00	36,375.25	11,873.86	36,375.25	0.00	0.0%
Food		4700	2,000.00	2,000.00	134.63	2,000.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>347,471.01</b>	<b>356,952.61</b>	<b>130,489.29</b>	<b>430,598.94</b>	<b>(73,646.33)</b>	<b>-20.6%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	35,169.17	37,455.47	13,709.79	39,665.47	(2,210.00)	-5.9%
Dues and Memberships		5300	31,200.00	31,200.00	13,239.79	31,200.00	0.00	0.0%
Insurance		5400-5450	30,876.00	30,876.00	26,882.00	30,876.00	0.00	0.0%
Operations and Housekeeping Services		5500	115,000.00	115,138.16	61,177.14	115,138.16	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	25,000.00	25,000.00	10,689.00	25,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	508,669.30	641,594.50	151,507.74	492,432.98	149,161.52	23.2%
Communications		5900	91,000.00	91,000.00	9,837.80	91,000.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>836,914.47</b>	<b>972,264.13</b>	<b>287,043.26</b>	<b>825,312.61</b>	<b>146,951.52</b>	<b>15.1%</b>

2017-18 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	150,000.00	7,739.00	150,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	20,000.00	28,837.28	0.00	28,837.28	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>20,000.00</b>	<b>178,837.28</b>	<b>7,739.00</b>	<b>178,837.28</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Tuition</b>								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to Districts or Charter Schools		7142	30,850.00	40,000.00	24,395.00	40,000.00	0.00	0.0%
Payments to County Offices		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	21,202.00	21,202.00	10,431.22	21,202.00	0.00	0.0%
Other Debt Service - Principal		7439	114,423.00	114,592.00	45,568.78	114,592.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>166,475.00</b>	<b>175,794.00</b>	<b>80,395.00</b>	<b>175,794.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	(724.40)	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(19,335.11)	(26,340.37)	0.00	(26,903.10)	562.73	-2.1%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(19,335.11)</b>	<b>(27,064.77)</b>	<b>0.00</b>	<b>(26,903.10)</b>	<b>(161.67)</b>	<b>0.6%</b>
<b>TOTAL, EXPENDITURES</b>			<b>6,518,721.99</b>	<b>6,882,060.46</b>	<b>3,386,927.86</b>	<b>6,888,675.98</b>	<b>(6,615.52)</b>	<b>-0.1%</b>

2017-18 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	450,000.00	650,000.00	650,000.00	650,000.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			450,000.00	650,000.00	650,000.00	650,000.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	17,154.48	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	17,154.48	0.00	0.00	(17,154.48)	100.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			(450,000.00)	(632,845.52)	(650,000.00)	(650,000.00)	17,154.48	2.7%

<u>Resource</u>	<u>Description</u>	<u>2017-18 Projected Year Totals</u>
6264	Educator Effectiveness (15-16)	1.00
6300	Lottery: Instructional Materials	104,776.28
9010	Other Restricted Local	4,779.14
Total, Restricted Balance		<u>109,556.42</u>

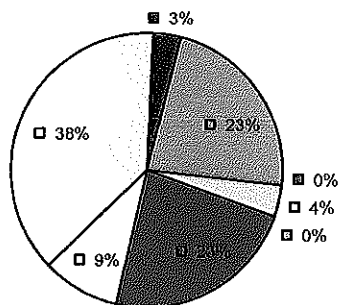
Tipton Elementary School District  
2017-2018 2nd Interim  
Revenues, Expenditures and Changes in Fund Balance

FUND 130

**CAFETERIA FUND**

<b>Beginning Balance</b>		<b>\$318,482.49</b>
<i>Revenues</i>		
Revenue Limit	\$0.00	
Federal Revenue	\$480,000.00	
State Revenue	\$48,141.80	
Local Revenue	\$15,000.00	
<b>Total Revenue</b>	<b>\$543,141.80</b>	
<i>Expenditures</i>		
Certificated Salaries	\$0.00	
Classified Salaries	\$166,500.00	
Employee Benefits	\$66,674.78	
Supplies	\$273,141.80	
Services	\$23,115.00	
Capital Outlay	\$164,720.00	
Other Outgo		
Direct Support/ Indirect Costs	\$26,903.10	
<b>Total Expenditures</b>	<b>\$721,054.68</b>	
<i>Other Financing Sources/ Uses</i>		
Other sources In	\$0.00	
Interfund Transfer Out	\$0.00	
Contributions	\$0.00	
<b>Total, Other Financing Sources/Uses</b>	<b>\$0.00</b>	
<b>Net Increase/Decrease</b>		<b>(\$177,912.88)</b>
<b>Ending fund Balance</b>		<b>\$140,569.61</b>

**General Fund Expenditures**



■	Certificated Salaries
■	Classified Salaries
■	Employee Benefits
■	Supplies
■	Services
■	Capital Outlay
■	Other Outgo
■	Direct Support/ Indirect Costs

2017-18 Second Interim  
Cafeteria Special Revenue Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	450,000.00	480,000.00	259,379.10	480,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	35,000.00	48,141.80	33,669.40	48,141.80	0.00	0.0%
4) Other Local Revenue		8600-8799	15,000.00	15,000.00	10,860.54	15,000.00	0.00	0.0%
5) TOTAL, REVENUES			500,000.00	543,141.80	303,909.04	543,141.80		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	155,023.43	166,500.00	89,050.99	166,500.00	0.00	0.0%
3) Employee Benefits		3000-3999	66,540.73	66,622.89	34,309.53	66,674.78	(51.89)	-0.1%
4) Books and Supplies		4000-4999	233,500.00	273,000.00	98,489.89	273,141.80	(141.80)	-0.1%
5) Services and Other Operating Expenditures		5000-5999	20,000.00	23,015.00	8,954.05	23,115.00	(100.00)	-0.4%
6) Capital Outlay		6000-6999	0.00	144,720.00	144,720.00	164,720.00	(20,000.00)	-13.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	19,335.11	27,044.90	0.00	26,903.10	141.80	0.5%
9) TOTAL, EXPENDITURES			494,399.27	700,802.79	375,524.46	721,054.68		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			5,600.73	(157,760.99)	(71,615.42)	(177,912.88)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8978	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			5,600.73	(157,760.99)	(71,615.42)	(177,912.88)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	318,482.49	318,482.49		318,482.49	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			318,482.49	318,482.49		318,482.49		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			318,482.49	318,482.49		318,482.49		
2) Ending Balance, June 30 (E + F1e)			324,083.22	160,721.50		140,569.61		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			324,083.22	160,721.50		140,569.61		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

2017-18 Second Interim  
Cafeteria Special Revenue Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	450,000.00	480,000.00	259,379.10	480,000.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>450,000.00</b>	<b>480,000.00</b>	<b>259,379.10</b>	<b>480,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	35,000.00	48,141.80	33,669.40	48,141.80	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>35,000.00</b>	<b>48,141.80</b>	<b>33,669.40</b>	<b>48,141.80</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Equipment/Supplies								
Food Service Sales		8634	2,000.00	2,000.00	592.50	2,000.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,000.00	2,000.00	1,151.16	2,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	(2,000.00)	(2,000.00)	443.33	(2,000.00)	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	13,000.00	13,000.00	8,673.55	13,000.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>15,000.00</b>	<b>15,000.00</b>	<b>10,860.54</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>500,000.00</b>	<b>543,141.80</b>	<b>303,909.04</b>	<b>543,141.80</b>		



2017-18 Second Interim  
Cafeteria Special Revenue Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	116,501.88	127,726.00	67,810.95	127,726.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	38,521.55	38,774.00	21,240.04	38,774.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>155,023.43</b>	<b>166,500.00</b>	<b>89,050.99</b>	<b>166,500.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	24,493.70	24,493.70	11,784.99	24,493.70	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	11,859.29	11,911.45	6,812.32	11,911.45	0.00	0.0%
Health and Welfare Benefits		3401-3402	24,308.76	24,308.76	12,513.30	24,308.76	0.00	0.0%
Unemployment Insurance		3501-3502	77.51	77.51	44.53	77.51	0.00	0.0%
Workers' Compensation		3601-3602	5,658.36	5,658.36	2,953.24	5,658.36	0.00	0.0%
OPEB, Allocated		3701-3702	70.00	100.00	80.13	100.00	0.00	0.0%
OPEB, Active Employees		3751-3752	73.11	73.11	121.02	125.00	(51.89)	-71.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>66,540.73</b>	<b>66,622.89</b>	<b>34,309.53</b>	<b>66,674.78</b>	<b>(51.89)</b>	<b>-0.1%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	5,000.00	20,000.00	7,815.91	20,000.00	0.00	0.0%
Noncapitalized Equipment		4400	3,500.00	33,000.00	0.00	33,141.80	(141.80)	-0.4%
Food		4700	225,000.00	220,000.00	90,673.98	220,000.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>233,500.00</b>	<b>273,000.00</b>	<b>98,489.89</b>	<b>273,141.80</b>	<b>(141.80)</b>	<b>-0.1%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	1,000.00	1,000.00	1,078.35	1,100.00	(100.00)	-10.0%
Dues and Memberships		5300	0.00	15.00	0.00	15.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	15,000.00	15,000.00	6,025.80	15,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,000.00	2,000.00	0.00	2,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,000.00	5,000.00	1,849.90	5,000.00	0.00	0.0%
Communications		5800	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>20,000.00</b>	<b>23,015.00</b>	<b>8,954.05</b>	<b>23,115.00</b>	<b>(100.00)</b>	<b>-0.4%</b>
<b>CAPITAL OUTLAY</b>								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	144,720.00	144,720.00	164,720.00	(20,000.00)	-13.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>144,720.00</b>	<b>144,720.00</b>	<b>164,720.00</b>	<b>(20,000.00)</b>	<b>-13.8%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Debt Service</b>								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	19,335.11	27,044.90	0.00	26,903.10	141.80	0.5%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>19,335.11</b>	<b>27,044.90</b>	<b>0.00</b>	<b>26,903.10</b>	<b>141.80</b>	<b>0.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>494,389.27</b>	<b>700,902.79</b>	<b>375,524.46</b>	<b>721,054.68</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8985	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

<u>Resource</u>	<u>Description</u>	<u>2017/18 Projected Year Totals</u>
5310	Child Nutrition: School Programs (e.g., School Lunch, School	140,569.61
Total, Restricted Balance		<u>140,569.61</u>

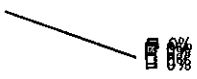
Tipton Elementary School District  
 2017-2018 2nd Interim  
 Revenues, Expenditures and Changes in Fund Balance

FUND 140

***DEFERRED MAINTENANCE FUND***

Beginning Balance		\$61,904.99
<i>Revenues</i>		
Revenue Limit	\$10,000.00	
Federal Revenue	\$0.00	
State Revenue	\$0.00	
Local Revenue	\$447.71	
<b>Total Revenue</b>		<b>\$10,447.71</b>
<i>Expenditures</i>		
Certificated Salaries	\$0.00	
Classified Salaries	\$0.00	
Employee Benefits	\$0.00	
Supplies	\$0.00	
Services	\$0.00	
Capital Outlay	\$0.00	
Other Outgo	\$0.00	
Direct Support/ Indirect Costs	\$0.00	
<b>Total Expenditures</b>		<b>\$0.00</b>
<i>Other Financing Sources/ Uses</i>		
Other sources in	\$0.00	
Interfund Transfer Out	\$0.00	
Contributions	\$0.00	
<b>Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>
<b>Net Increase/Decrease</b>		<b>\$10,447.71</b>
<b>Ending fund Balance</b>		<b>\$72,352.70</b>

**General Fund Expenditures**



<input type="checkbox"/> Certificated Salaries
<input type="checkbox"/> Classified Salaries
<input type="checkbox"/> Employee Benefits
<input type="checkbox"/> Supplies
<input type="checkbox"/> Services
<input type="checkbox"/> Capital Outlay
<input type="checkbox"/> Other Outgo
<input type="checkbox"/> Direct Support/ Indirect Costs

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	267.19	447.71	447.71	180.52	67.6%
5) TOTAL, REVENUES			10,000.00	10,267.19	10,447.71	10,447.71		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			10,000.00	10,267.19	10,447.71	10,447.71		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

2017-18 Second Interim  
Deferred Maintenance Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			10,000.00	10,267.19	10,447.71	10,447.71		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	61,904.99	61,904.99		61,904.99	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			61,904.99	61,904.99		61,904.99		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			61,904.99	61,904.99		61,904.99		
2) Ending Balance, June 30 (E + F1e)			71,904.99	72,172.18		72,352.70		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	71,904.99	72,172.18		72,352.70		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

2017-18 Second Interim  
Deferred Maintenance Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
LCFF Transfers								
LCFF Transfers - Current Year		8091	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>10,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	500.00	182.33	362.85	362.85	180.52	99.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	(500.00)	84.86	84.86	84.86	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>0.00</b>	<b>267.19</b>	<b>447.71</b>	<b>447.71</b>	<b>180.52</b>	<b>67.6%</b>
<b>TOTAL, REVENUES</b>			<b>10,000.00</b>	<b>10,267.19</b>	<b>10,447.71</b>	<b>10,447.71</b>		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		6710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		

<b>Resource</b>	<b>Description</b>	<b>2017/18 Projected Year Totals</b>
	Total, Restricted Balance	<u>0.00</u>

Tipton Elementary School District  
 2017-2018 2nd Interim  
 Revenues, Expenditures and Changes in Fund Balance

FUND 211

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*Non-Treasury COP/Trustee Building Fund*

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<b>Beginning Balance</b>		<b>\$351,829.17</b>
<i>Revenues</i>		
Revenue Limit	\$0.00	
Federal Revenue	\$0.00	
State Revenue	\$0.00	
Local Revenue	\$2,245.55	
<b>Total Revenue</b>	<b>\$2,245.55</b>	<b>\$2,245.55</b>
<i>Expenditures</i>		
Certificated Salaries	\$0.00	
Classified Salaries	\$0.00	
Employee Benefits	\$0.00	
Supplies	\$0.00	
Services	\$0.00	
Capital Outlay	\$354,074.72	
Other Outgo	\$0.00	
Direct Support/ Indirect Costs	\$0.00	
<b>Total Expenditures</b>	<b>\$354,074.72</b>	<b>\$354,074.72</b>
<i>Other Financing Sources/ Uses</i>		
Other sources In	\$0.00	
Interfund Transfer Out	\$0.00	
Contributions	\$0.00	
<b>Total, Other Financing Sources/Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Increase/Decrease</b>		<b>(\$351,829.17)</b>
<b>Ending fund Balance</b>		<b>\$0.00</b>

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2017-18 Second Interim  
Building Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	1,954.79	2,245.55	2,245.55	290.76	14.9%
5) TOTAL, REVENUES			0.00	1,954.79	2,245.55	2,245.55		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	353,783.96	351,829.17	353,783.98	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	353,783.96	351,829.17	353,783.98		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	(351,829.17)	(349,583.62)	(351,538.41)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	(351,829.17)	(349,583.62)	(351,538.41)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	351,829.17	351,829.17		351,829.17	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			351,829.17	351,829.17		351,829.17		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			351,829.17	351,829.17		351,829.17		
2) Ending Balance, June 30 (E + F1e)			351,829.17	0.00		290.76		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	351,829.17	0.00		290.76		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies Secured Roll								
Unsecured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes								
Other		8621	0.00	0.00	0.00	0.00	0.00	0.0%
		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
Penalties and Interest from Delinquent Non-LCFF Taxes		8625	0.00	0.00	0.00	0.00	0.00	0.0%
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	1,337.82	1,628.58	1,628.58	290.76	21.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	616.97	616.97	616.97	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>0.00</b>	<b>1,954.79</b>	<b>2,245.55</b>	<b>2,245.55</b>	<b>290.76</b>	<b>14.9%</b>
<b>TOTAL, REVENUES</b>			<b>0.00</b>	<b>1,954.79</b>	<b>2,245.55</b>	<b>2,245.55</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>



2017-18 Second Interim  
Building Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	353,783.96	351,829.17	353,783.96	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>353,783.96</b>	<b>351,829.17</b>	<b>353,783.96</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Other Transfers Out</b>								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Debt Service</b>								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>0.00</b>	<b>353,783.96</b>	<b>351,829.17</b>	<b>353,783.96</b>		

2017-18 Second Interim  
Building Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources		8961	0.00	0.00	0.00	0.00	0.00	0.0%
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

<b>Resource</b>	<b>Description</b>	<b>2017/18 Projected Year Totals</b>
9010	Other Restricted Local	290.76
Total, Restricted Balance		<u>290.76</u>

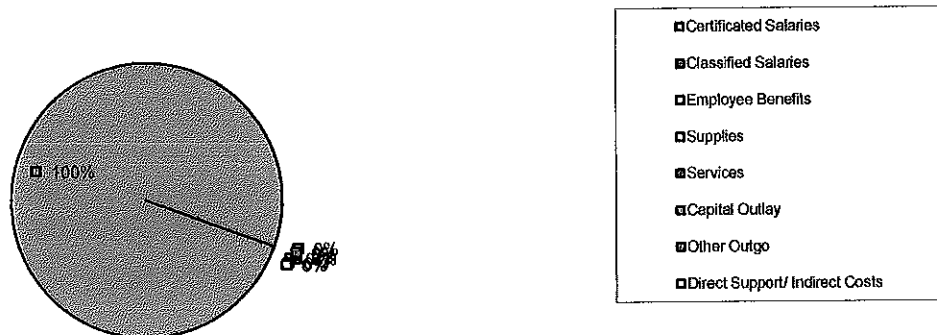
Tipton Elementary School District  
2017-2018 2nd Interim  
Revenues, Expenditures and Changes in Fund Balance

FUND 251

*Developer Fees Fund*

Beginning Balance		\$46,377.92
<i>Revenues</i>		
Revenue Limit	\$0.00	
Federal Revenue	\$0.00	
State Revenue	\$0.00	
Local Revenue	\$12,400.21	
<b>Total Revenue</b>	<b>\$12,400.21</b>	<b>\$12,400.21</b>
<i>Expenditures</i>		
Certificated Salaries	\$0.00	
Classified Salaries	\$0.00	
Employee Benefits	\$0.00	
Supplies	\$0.00	
Services	\$0.00	
Capital Outlay	\$58,377.92	
Other Outgo	\$0.00	
Direct Support/ Indirect Costs	\$0.00	
<b>Total Expenditures</b>	<b>\$58,377.92</b>	<b>\$58,377.92</b>
<i>Other Financing Sources/ Uses</i>		
Other sources In	\$0.00	
Interfund Transfer Out	\$0.00	
Contributions	\$0.00	
<b>Total, Other Financing Sources/Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Increase/Decrease</b>		<b>(\$45,977.71)</b>
<b>Ending fund Balance</b>		<b>\$400.21</b>

**General Fund Expenditures**



2017-18 Second Interim  
Capital Facilities Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	12,000.00	12,000.00	5,000.72	12,400.21	400.21	3.3%
5) TOTAL, REVENUES			12,000.00	12,000.00	5,000.72	12,400.21		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	50,931.38	50,931.38	0.00	58,377.92	(7,446.54)	-14.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			50,931.38	50,931.38	0.00	58,377.92		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(38,931.38)	(38,931.38)	5,000.72	(45,977.71)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(38,931.38)	(38,931.38)	5,000.72	(45,977.71)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	46,377.92	46,377.92		46,377.92	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			46,377.92	46,377.92		46,377.92		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			46,377.92	46,377.92		46,377.92		
2) Ending Balance, June 30 (E + F1e)			7,446.54	7,446.54		400.21		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	7,446.54	7,446.54		400.21		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	324.38	324.38	324.38	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	75.83	75.83	75.83	New
Fees and Contracts								
Mitigation/Developer Fees		8681	12,000.00	12,000.00	4,600.51	12,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>12,000.00</b>	<b>12,000.00</b>	<b>5,000.72</b>	<b>12,400.21</b>	<b>400.21</b>	<b>3.3%</b>
<b>TOTAL, REVENUES</b>			<b>12,000.00</b>	<b>12,000.00</b>	<b>5,000.72</b>	<b>12,400.21</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.00	0.00	0.00	0.0%



2017-18 Second Interim  
Capital Facilities Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	50,931.38	50,931.38	0.00	58,377.92	(7,446.54)	-14.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>50,931.38</b>	<b>50,931.38</b>	<b>0.00</b>	<b>58,377.92</b>	<b>(7,446.54)</b>	<b>-14.6%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Other Transfers Out</b>								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Debt Service</b>								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>50,931.38</b>	<b>50,931.38</b>	<b>0.00</b>	<b>58,377.92</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2017/18 Projected Year Totals</u>
9010	Other Restricted Local	400.21
Total, Restricted Balance		<u>400.21</u>

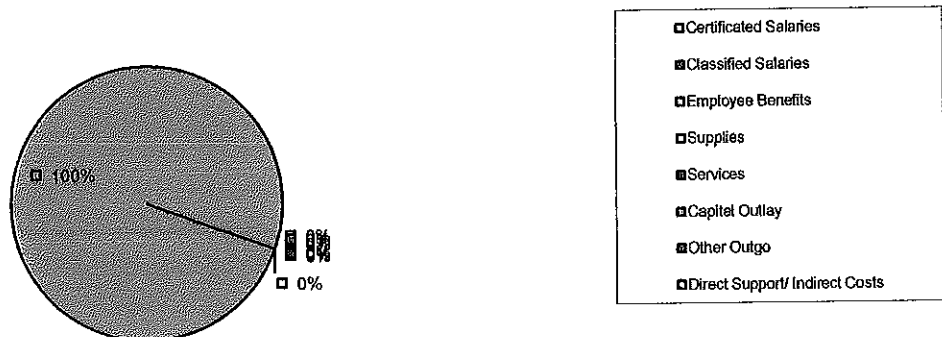
Tipton Elementary School District  
2017-2018 2nd Interim  
Revenues, Expenditures and Changes in Fund Balance

FUND 350

*County School Facilities Fund*

Beginning Balance		\$2,144,328.12
<i>Revenues</i>		
Revenue Limit	\$0.00	
Federal Revenue	\$0.00	
State Revenue	\$0.00	
Local Revenue	\$12,010.00	
<b>Total Revenue</b>		<b>\$12,010.00</b>
<i>Expenditures</i>		
Certificated Salaries	\$0.00	
Classified Salaries	\$0.00	
Employee Benefits	\$0.00	
Supplies	\$0.00	
Services	\$0.00	
Capital Outlay	\$2,805,334.13	
Other Outgo	\$0.00	
Direct Support/ Indirect Costs	\$0.00	
<b>Total Expenditures</b>		<b>\$2,805,334.13</b>
<i>Other Financing Sources/ Uses</i>		
Other sources In	\$650,000.00	
Interfund Transfer Out	\$0.00	
Contributions	\$0.00	
<b>Total, Other Financing Sources/Uses</b>		<b>\$650,000.00</b>
<b>Net Increase/Decrease</b>		(\$2,143,324.13)
<b>Ending fund Balance</b>		<b>\$1,003.99</b>

**General Fund Expenditures**



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	12,010.00	12,010.00	9,277.68	12,010.00	0.00	0.0%
5) TOTAL REVENUES			12,010.00	12,010.00	9,277.68	12,010.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	2,928,975.98	3,173,848.44	1,370,795.43	2,805,334.13	368,514.31	11.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			2,928,975.98	3,173,848.44	1,370,795.43	2,805,334.13		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(2,916,965.98)	(3,161,838.44)	(1,361,517.75)	(2,793,324.13)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	450,000.00	650,000.00	650,000.00	650,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			450,000.00	650,000.00	650,000.00	650,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,466,965.98)	(2,511,838.44)	(711,517.75)	(2,143,324.13)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,512,842.43	2,512,842.43		2,512,842.43	0.00	0.0%
b) Audit Adjustments		9793	(368,514.31)	(368,514.31)		(368,514.31)	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,144,328.12	2,144,328.12		2,144,328.12		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,144,328.12	2,144,328.12		2,144,328.12		
2) Ending Balance, June 30 (E + F1e)			(322,637.88)	(367,510.32)		1,003.99		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			0.00	0.00		1,003.99		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			(322,637.88)	(367,510.32)		0.00		

2017-18 Second Interim  
County School Facilities Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
School Facilities Apportionments		8645	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
Sales		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Equipment/Supplies		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8660	12,010.00	12,010.00	9,277.68	12,010.00	0.00	0.0%
Interest		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments								
Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8799	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others								
<b>TOTAL, OTHER LOCAL REVENUE</b>			12,010.00	12,010.00	9,277.68	12,010.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			12,010.00	12,010.00	9,277.68	12,010.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	2,928,975.98	3,173,848.44	1,370,795.43	2,805,334.13	368,514.31	11.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>2,928,975.98</b>	<b>3,173,848.44</b>	<b>1,370,795.43</b>	<b>2,805,334.13</b>	<b>368,514.31</b>	<b>11.6%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>2,928,975.98</b>	<b>3,173,848.44</b>	<b>1,370,795.43</b>	<b>2,805,334.13</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	450,000.00	650,000.00	650,000.00	650,000.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>450,000.00</b>	<b>650,000.00</b>	<b>650,000.00</b>	<b>650,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources			0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>450,000.00</b>	<b>650,000.00</b>	<b>650,000.00</b>	<b>650,000.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2017/18 Projected Year Totals</u>
7710	State School Facilities Projects	1,003.99
Total, Restricted Balance		<u>1,003.99</u>

Tipton Elementary School District  
 2017-2018 2nd Interim  
 Revenues, Expenditures and Changes in Fund Balance

FUND 510

***Bond Interest and Redemption Fund***

Beginning Balance		\$142,175.34
<i>Revenues</i>		
Revenue Limit	\$0.00	
Federal Revenue	\$0.00	
State Revenue	\$0.00	
Local Revenue	\$101,113.52	
<b>Total Revenue</b>		<b>\$101,113.52</b>
<i>Expenditures</i>		
Certificated Salaries	\$0.00	
Classified Salaries	\$0.00	
Employee Benefits	\$0.00	
Supplies	\$0.00	
Services	\$0.00	
Capital Outlay	\$0.00	
Other Outgo	\$100,650.00	
Direct Support/ Indirect Costs	\$0.00	
<b>Total Expenditures</b>		<b>\$100,650.00</b>
<i>Other Financing Sources/ Uses</i>		
Other sources In	\$0.00	
Interfund Transfer Out	\$0.00	
Contributions	\$0.00	
<b>Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>
<b>Net Increase/Decrease</b>		<b>\$463.52</b>
<b>Ending fund Balance</b>		<b>\$142,638.86</b>

2017-18 Second Interim  
Bond Interest and Redemption Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,650.00	101,113.62	86,950.33	101,113.62	0.00	0.0%
5) TOTAL, REVENUES			100,650.00	101,113.62	86,950.33	101,113.62		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	100,650.00	100,650.00	0.00	100,650.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			100,650.00	100,650.00	0.00	100,650.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	463.52	86,950.33	463.52		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

2017-18 Second Interim  
Bond Interest and Redemption Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	463.62	86,960.33	463.62		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	142,175.34	142,175.34		142,175.34	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			142,175.34	142,175.34		142,175.34		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			142,175.34	142,175.34		142,175.34		
2) Ending Balance, June 30 (E + F1e)			142,175.34	142,638.86		142,638.86		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	142,175.34	142,638.86		142,638.86		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

2017-18 Second Interim  
Bond Interest and Redemption Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes Voted Indebtedness Levies Secured Roll								
		8611	100,650.00	100,650.00	70,731.19	100,650.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	15,026.37	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	221.04	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	463.52	971.73	463.52	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			100,650.00	101,113.52	86,950.33	101,113.52	0.00	0.0%
<b>TOTAL, REVENUES</b>			100,650.00	101,113.52	86,950.33	101,113.52		
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Bond Redemptions								
		7433	0.00	0.00	0.00	0.00	0.00	0.0%
Bond Interest and Other Service Charges								
		7434	100,650.00	100,650.00	0.00	100,650.00	0.00	0.0%
Debt Service - Interest								
		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal								
		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			100,650.00	100,650.00	0.00	100,650.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			100,650.00	100,650.00	0.00	100,650.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		



<u>Resource</u>	<u>Description</u>	<u>2017/18 Projected Year Totals</u>
9010	Other Restricted Local	142,638.86
Total, Restricted Balance		<u>142,638.86</u>

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2018-19 Projection (C)	% Change (Cols. E-C/C) (D)	2019-20 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	5,892,934.00	5.29%	6,204,946.00	2.32%	6,349,083.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	177,907.00	-45.08%	97,700.00	0.00%	97,700.00
4. Other Local Revenues	8600-8799	23,473.23	-84.66%	3,601.00	0.00%	3,601.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(547,476.90)	18.38%	(648,083.00)	20.34%	(779,903.00)
6. Total (Sum lines A1 thru A5e)		5,546,837.33	2.01%	5,658,164.00	0.22%	5,670,481.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				2,560,705.98		2,742,515.98
b. Step & Column Adjustment				51,214.00		78,152.00
c. Cost-of-Living Adjustment				130,596.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	2,560,705.98	7.10%	2,742,515.98	2.85%	2,820,667.98
2. Classified Salaries						
a. Base Salaries				607,927.04		651,090.04
b. Step & Column Adjustment				12,159.00		12,402.00
c. Cost-of-Living Adjustment				31,004.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	607,927.04	7.10%	651,090.04	1.90%	663,492.04
3. Employee Benefits	3000-3999	1,316,809.83	9.66%	1,443,954.00	7.81%	1,556,687.00
4. Books and Supplies	4000-4999	268,775.97	3.22%	277,431.00	3.04%	285,864.00
5. Services and Other Operating Expenditures	5000-5999	533,776.89	3.22%	550,965.00	3.04%	567,714.00
6. Capital Outlay	6000-6999	28,837.28	0.00%	28,837.00	0.00%	28,837.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	63,625.00	0.00%	63,625.00	0.00%	63,625.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(55,820.59)	0.00%	(55,820.59)	0.00%	(55,820.59)
9. Other Financing Uses						
a. Transfers Out	7600-7629	650,000.00	-46.15%	350,000.00	0.00%	350,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		5,974,637.40	1.30%	6,052,597.43	3.77%	6,281,066.43
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(427,800.07)		(394,433.43)		(610,585.43)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		2,640,540.23		2,212,740.16		1,818,306.73
2. Ending Fund Balance (Sum lines C and D1)		2,212,740.16		1,818,306.73		1,207,721.30
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	2,500.00		2,500.00		2,500.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	2,210,240.16		1,815,806.73		1,205,221.30
f. Total Components of Ending Fund Balance		2,212,740.16		1,818,306.73		1,207,721.30
(Line D3f must agree with line D2)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2018-19 Projection (C)	% Change (Cols. E-C/C) (D)	2019-20 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	2,210,240.16		1,815,806.73		1,205,221.30
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		2,210,240.16		1,815,806.73		1,205,221.30
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2018-19 Projection (C)	% Change (Cols. E-C/C) (D)	2019-20 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	311,692.00	-24.68%	234,781.00	0.00%	234,781.00
3. Other State Revenues	8300-8599	389,965.00	-14.77%	332,367.00	0.00%	332,367.00
4. Other Local Revenues	8600-8799	95,568.16	0.00%	95,568.00	0.00%	95,568.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	0.00
c. Contributions	8980-8999	547,476.90	18.38%	648,083.00	20.34%	779,903.00
6. Total (Sum lines A1 thru A5c)		1,344,702.06	-2.52%	1,310,799.00	10.06%	1,442,619.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				50,000.00		53,550.00
b. Step & Column Adjustment				1,000.00		1,020.00
c. Cost-of-Living Adjustment				2,550.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	50,000.00	7.10%	53,550.00	1.90%	54,570.00
2. Classified Salaries						
a. Base Salaries				423,732.41		453,817.41
b. Step & Column Adjustment				8,475.00		8,644.00
c. Cost-of-Living Adjustment				21,610.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	423,732.41	7.10%	453,817.41	1.90%	462,461.41
3. Employee Benefits	3000-3999	345,860.99	7.35%	371,267.00	4.56%	388,201.00
4. Books and Supplies	4000-4999	161,822.97	-44.31%	90,123.00	3.04%	92,862.00
5. Services and Other Operating Expenditures	5000-5999	291,535.72	3.22%	300,923.00	3.04%	310,071.00
6. Capital Outlay	6000-6999	150,000.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	112,169.00	0.00%	112,169.00	0.00%	112,169.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	28,917.49	0.00%	28,917.00	0.00%	28,917.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		1,564,038.58	-9.80%	1,410,766.41	2.73%	1,449,251.41
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(219,336.52)		(99,967.41)		(6,632.41)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		328,892.94		109,556.42		9,589.01
2. Ending Fund Balance (Sum lines C and D1)		109,556.42		9,589.01		2,956.60
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	109,556.42		9,589.01		2,956.60
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		109,556.42		9,589.01		2,956.60

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2018-19 Projection (C)	% Change (Cols. E-C/C) (D)	2019-20 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2018-19 Projection (C)	% Change (Cols. E-C/C) (D)	2019-20 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	5,892,934.00	5.29%	6,204,946.00	2.32%	6,349,083.00
2. Federal Revenues	8100-8299	311,692.00	-24.68%	234,781.00	0.00%	234,781.00
3. Other State Revenues	8300-8599	567,872.00	-24.27%	430,067.00	0.00%	430,067.00
4. Other Local Revenues	8600-8799	119,041.39	-16.69%	99,169.00	0.00%	99,169.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		6,891,539.39	1.12%	6,968,963.00	2.07%	7,113,100.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				2,610,705.98		2,796,065.98
b. Step & Column Adjustment				52,214.00		79,172.00
c. Cost-of-Living Adjustment				133,146.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	2,610,705.98	7.10%	2,796,065.98	2.83%	2,875,237.98
2. Classified Salaries						
a. Base Salaries				1,031,659.45		1,104,907.45
b. Step & Column Adjustment				20,634.00		21,046.00
c. Cost-of-Living Adjustment				52,614.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	1,031,659.45	7.10%	1,104,907.45	1.90%	1,125,953.45
3. Employee Benefits	3000-3999	1,662,670.82	9.18%	1,815,221.00	7.14%	1,944,888.00
4. Books and Supplies	4000-4999	430,598.94	-14.64%	367,554.00	3.04%	378,726.00
5. Services and Other Operating Expenditures	5000-5999	825,312.61	3.22%	851,888.00	3.04%	877,785.00
6. Capital Outlay	6000-6999	178,837.28	-83.88%	28,837.00	0.00%	28,837.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	175,794.00	0.00%	175,794.00	0.00%	175,794.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(26,903.10)	0.00%	(26,903.59)	0.00%	(26,903.59)
9. Other Financing Uses						
a. Transfers Out	7600-7629	650,000.00	-46.15%	350,000.00	0.00%	350,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		7,538,675.98	-1.00%	7,463,363.84	3.58%	7,730,317.84
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(647,136.59)		(494,400.84)		(617,217.84)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		2,969,433.17		2,322,296.58		1,827,895.74
2. Ending Fund Balance (Sum lines C and D1)		2,322,296.58		1,827,895.74		1,210,677.90
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	2,500.00		2,500.00		2,500.00
b. Restricted	9740	109,556.42		9,589.01		2,956.60
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	2,210,240.16		1,815,806.73		1,205,221.30
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,322,296.58		1,827,895.74		1,210,677.90

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2018-19 Projection (C)	% Change (Cols. E-C/C) (D)	2019-20 Projection (E)
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	2,210,240.16		1,815,806.73		1,205,221.30
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		2,210,240.16		1,815,806.73		1,205,221.30
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		29.32%		24.33%		15.59%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AL, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		558.10		558.10		558.10
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		7,538,675.98		7,463,363.84		7,730,317.84
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		7,538,675.98		7,463,363.84		7,730,317.84
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		4%		4%		4%
e. Reserve Standard - By Percent (Line F3c times F3d)		301,547.04		298,534.55		309,212.71
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		66,000.00		66,000.00		66,000.00
g. Reserve Standard (Greater of Line F3e or F3f)		301,547.04		298,534.55		309,212.71
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Section I - Expenditures	Funds 01, 09, and 62			2017-18 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	7,538,675.98
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	313,692.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	178,837.28
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	135,794.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	650,000.00
6. All Other Financing Uses	All	9100	7899	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	100.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				964,731.28
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	177,912.88
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				6,438,165.58



<b>Section II - Expenditures Per ADA</b>		<b>2017-18 Annual ADA/ Exps. Per ADA</b>
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*		561.03
B. Expenditures per ADA (Line I.E divided by Line II.A)		11,475.62
<b>Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)</b>		
	<b>Total</b>	<b>Per ADA</b>
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	5,681,481.67	10,327.15
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	5,681,481.67	10,327.15
B. Required effort (Line A.2 times 90%)	5,113,333.50	9,294.44
C. Current year expenditures (Line I.E and Line II.B)	6,438,165.58	11,475.62
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2019-20 may be reduced by the lower of the two percentages)	0.00%	0.00%

\*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated P-2 ADA is extracted. Manual adjustment may be required to reflect estimated Annual ADA.

<b>SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b>		
<b>Description of Adjustments</b>	<b>Total Expenditures</b>	<b>Expenditures Per ADA</b>
<b>Total adjustments to base expenditures</b>	<b>0.00</b>	<b>0.00</b>

Second Interim  
2017-18 Projected Year Totals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

54 72215 000000  
Form SIAI

Tipton Elementary  
Tulare County

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
011 GENERAL FUND	0.00	0.00	0.00	(26,903.10)				
Expenditure Detail					0.00	650,000.00		
Other Sources/Uses Detail								
Fund Reconciliation								
091 CHARTER SCHOOLS SPECIAL REVENUE FUND	0.00	0.00	0.00	0.00				
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
101 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
111 ADULT EDUCATION FUND	0.00	0.00	0.00	0.00				
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND	0.00	0.00	0.00	0.00				
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND	0.00	0.00	26,903.10	0.00				
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND	0.00	0.00						
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
151 PUPIL TRANSPORTATION EQUIPMENT FUND	0.00	0.00						
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
171 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
181 SCHOOL BUS EMISSIONS REDUCTION FUND	0.00	0.00						
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
191 FOUNDATION SPECIAL REVENUE FUND	0.00	0.00	0.00	0.00				
Expenditure Detail						0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
201 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
211 BUILDING FUND	0.00	0.00						
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
251 CAPITAL FACILITIES FUND	0.00	0.00						
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
301 STATE SCHOOL BUILDING LEASE/PURCHASE FUND	0.00	0.00						
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
351 COUNTY SCHOOL FACILITIES FUND	0.00	0.00						
Expenditure Detail					650,000.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS	0.00	0.00						
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
491 CAP PROJ FUND FOR BLENDED COMPONENT UNITS	0.00	0.00						
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
511 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
621 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
531 TAX OVERRIDE FUND								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
561 DEBT SERVICE FUND								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
571 FOUNDATION PERMANENT FUND	0.00	0.00	0.00	0.00				
Expenditure Detail						0.00		
Other Sources/Uses Detail								
Fund Reconciliation								
611 CAFETERIA ENTERPRISE FUND	0.00	0.00	0.00	0.00				
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation								

Second Interim  
2017-18 Projected Year Totals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	26,903.10	(26,903.10)	650,000.00	650,000.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

**STANDARD:** Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

**1A. Calculating the District's ADA Variances**

**DATA ENTRY:** First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2017-18) District Regular Charter School	550.20	558.10		
	0.00	0.00		
	<b>Total ADA</b>	<b>550.20</b>	<b>558.10</b>	<b>1.4%</b>
1st Subsequent Year (2018-19) District Regular Charter School	550.20	558.10		
	<b>Total ADA</b>	<b>550.20</b>	<b>558.10</b>	<b>1.4%</b>
2nd Subsequent Year (2019-20) District Regular Charter School	550.20	558.10		
	<b>Total ADA</b>	<b>550.20</b>	<b>558.10</b>	<b>1.4%</b>

**1B. Comparison of District ADA to the Standard**

**DATA ENTRY:** Enter an explanation if the standard is not met.

1a. **STANDARD MET** - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

**STANDARD:** Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

**2A. Calculating the District's Enrollment Variances**

**DATA ENTRY:** First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2017-18)				
District Regular	553	582		
Charter School				
<b>Total Enrollment</b>	<b>553</b>	<b>582</b>	<b>5.2%</b>	<b>Not Met</b>
1st Subsequent Year (2018-19)				
District Regular	553	582		
Charter School				
<b>Total Enrollment</b>	<b>553</b>	<b>582</b>	<b>5.2%</b>	<b>Not Met</b>
2nd Subsequent Year (2019-20)				
District Regular	553	582		
Charter School				
<b>Total Enrollment</b>	<b>553</b>	<b>582</b>	<b>5.2%</b>	<b>Not Met</b>

**2B. Comparison of District Enrollment to the Standard**

**DATA ENTRY:** Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Enrollment projections have changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

**Explanation:**  
(required if NOT met)

District has had an influx of students in October of 2017, in which district projecting enrollment for current and subsequent years.

**3. CRITERION: ADA to Enrollment**

**STANDARD:** Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2014-15)			
District Regular	592	612	
Charter School			
<b>Total ADA/Enrollment</b>	<b>592</b>	<b>612</b>	<b>96.7%</b>
Second Prior Year (2015-16)			
District Regular	546	560	
Charter School			
<b>Total ADA/Enrollment</b>	<b>546</b>	<b>560</b>	<b>97.5%</b>
First Prior Year (2016-17)			
District Regular	550	553	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>550</b>	<b>553</b>	<b>99.5%</b>
		Historical Average Ratio:	97.9%

District's ADA to Enrollment Standard (historical average ratio plus 0.5%): 98.4%

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form A1, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2017-18)				
District Regular	558	582		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>558</b>	<b>582</b>	<b>95.9%</b>	<b>Met</b>
1st Subsequent Year (2018-19)				
District Regular	558	582		
Charter School				
<b>Total ADA/Enrollment</b>	<b>558</b>	<b>582</b>	<b>95.9%</b>	<b>Met</b>
2nd Subsequent Year (2019-20)				
District Regular	558	582		
Charter School				
<b>Total ADA/Enrollment</b>	<b>558</b>	<b>582</b>	<b>95.9%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**4. CRITERION: LCFF Revenue**

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range:

**4A. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
	Current Year (2017-18)	5,795,787.00		
1st Subsequent Year (2018-19)	5,901,674.00	6,214,946.00	5.3%	Not Met
2nd Subsequent Year (2019-20)	6,028,178.00	6,359,083.00	5.5%	Not Met

**4B. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:  
(required if NOT met)

Projections are due to increase of enrollment in 2017/18 to be sustained for the out years as well.



**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2014-15)	4,132,032.32	4,918,061.35	84.0%
Second Prior Year (2015-16)	4,129,984.68	4,760,276.40	86.8%
First Prior Year (2016-17)	4,258,275.13	4,886,278.75	87.1%
Historical Average Ratio:			86.0%

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	4.0%	4.0%	4.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	82.0% to 90.0%	82.0% to 90.0%	82.0% to 90.0%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2017-18)	4,485,442.85	5,324,637.40	84.2%	Met
1st Subsequent Year (2018-19)	4,837,560.02	5,702,597.43	84.8%	Met
2nd Subsequent Year (2019-20)	5,040,847.02	5,931,066.43	85.0%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

**6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CS), Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)</b>				
Current Year (2017-18)	232,700.00	311,692.00	33.9%	Yes
1st Subsequent Year (2018-19)	232,700.00	234,781.00	0.9%	No
2nd Subsequent Year (2019-20)	232,700.00	234,781.00	0.9%	No

Explanation:  
(required if Yes)

Title I Allocation is 80K, higher than anticipated at first interim.

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)</b>				
Current Year (2017-18)	568,994.00	567,872.00	-0.2%	No
1st Subsequent Year (2018-19)	427,651.00	430,067.00	0.6%	No
2nd Subsequent Year (2019-20)	427,651.00	430,067.00	0.6%	No

Explanation:  
(required if Yes)

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)</b>				
Current Year (2017-18)	99,023.00	119,041.39	20.2%	Yes
1st Subsequent Year (2018-19)	99,023.00	99,169.00	0.1%	No
2nd Subsequent Year (2019-20)	99,023.00	99,169.00	0.1%	No

Explanation:  
(required if Yes)

For 17/18 district depositing its worker comp reimbursements into local revenue.

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)</b>				
Current Year (2017-18)	356,871.01	430,598.94	20.7%	Yes
1st Subsequent Year (2018-19)	368,826.00	367,554.00	-0.3%	No
2nd Subsequent Year (2019-20)	379,965.00	378,726.00	-0.3%	No

Explanation:  
(required if Yes)

For 17/18 district receiving additional funds in Title I in which district will provided more books and supplies to students.

<b>Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)</b>				
Current Year (2017-18)	957,543.71	825,312.61	-13.8%	Yes
1st Subsequent Year (2018-19)	731,831.00	851,888.00	16.4%	Yes
2nd Subsequent Year (2019-20)	753,027.00	877,785.00	16.6%	Yes

Explanation:  
(required if Yes)

Reclassified \$130,000 of object code 5000's to capital outlay, and then adjusted for the out years.

**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2017-18)	900,717.00	998,605.39	10.9%	Not Met
1st Subsequent Year (2018-19)	759,374.00	764,017.00	0.6%	Met
2nd Subsequent Year (2019-20)	759,374.00	764,017.00	0.6%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2017-18)	1,314,414.72	1,255,911.55	-4.5%	Met
1st Subsequent Year (2018-19)	1,100,657.00	1,219,442.00	10.8%	Not Met
2nd Subsequent Year (2019-20)	1,132,992.00	1,256,511.00	10.9%	Not Met

**6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

<b>Explanation:</b> Federal Revenue (linked from 6A if NOT met)	Title I Allocation is 80K, higher than anticipated at first interim.
<b>Explanation:</b> Other State Revenue (linked from 6A if NOT met)	
<b>Explanation:</b> Other Local Revenue (linked from 6A if NOT met)	For 17/18 district depositing its worker comp reimbursements into local revenue.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

<b>Explanation:</b> Books and Supplies (linked from 6A if NOT met)	For 17/18 district receiving additional funds in Title I in which district will provided more books and supplies to students.
<b>Explanation:</b> Services and Other Exps (linked from 6A if NOT met)	Reclassified \$130,000 of object code 5000's to capital outlay, and then adjusted for the out years.

**7. CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75, as amended by AB 104 (Chapter 13, Statutes of 2015), effective 2017-18 to 2019-20 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

NOTE: AB 104 (Chapter 13, Statutes of 2015) requires the district to deposit into the account, for the 2017-18 to 2019-20 fiscal years, a minimum amount that is the greater of the following amounts:

- A. The lesser of three percent of the total general fund expenditures and other financing uses for that fiscal year or the amount that the district deposited into the account for the 2014-15 fiscal year; or
- B. Two percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. If EC 17070.75(e)(1) and (e)(2) apply, input 3%. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1 and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	139,374.44	323,775.52	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		350,500.84	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
District's Available Reserve Percentages (Criterion 10C, Line 9)	29.3%	24.3%	15.6%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	9.8%	8.1%	5.2%

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 01I, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2017-18)	(427,800.07)	5,974,637.40	7.2%	Met
1st Subsequent Year (2018-19)	(394,433.43)	6,052,597.43	6.5%	Met
2nd Subsequent Year (2019-20)	(610,585.43)	6,281,066.43	9.7%	Not Met

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:  
(required if NOT met)

For 2019/20 deficit spending has increases, due to increase in PERS, STRS, and health and welfare.

**9. CRITERION: Fund and Cash Balances**

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

**9A-1. Determining if the District's General Fund Ending Balance is Positive**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2)	(Form MYPI, Line D2)	
Current Year (2017-18)	2,322,296.58		Met
1st Subsequent Year (2018-19)	1,827,895.74		Met
2nd Subsequent Year (2019-20)	1,210,677.90		Met

**9A-2. Comparison of the District's Ending Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1. Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2017-18)	2,583,811.69		Met

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$66,000 (greater of)	0	to	300
4% or \$66,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4, Subsequent Years, Form MYPI, Line F2, if available.)	558	558	558
District's Reserve Standard Percentage Level:	4%	4%	4%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
  - Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Current Year Projected Year Totals (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	7,538,675.98	7,463,363.84	7,730,317.84
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	7,538,675.98	7,463,363.84	7,730,317.84
4. Reserve Standard Percentage Level	4%	4%	4%
5. Reserve Standard - by Percent (Line B3 times Line B4)	301,547.04	298,534.55	309,212.71
6. Reserve Standard - by Amount (\$66,000 for districts with less than 1,001 ADA, else 0)	66,000.00	66,000.00	66,000.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	301,547.04	298,534.55	309,212.71

**10C. Calculating the District's Available Reserve Amount**

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	0.00	0.00	0.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	2,210,240.16	1,815,806.73	1,205,221.30
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	2,210,240.16	1,815,806.73	1,205,221.30
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	29.32%	24.33%	15.59%
District's Reserve Standard (Section 10B, Line 7):	301,547.04	298,534.55	309,212.71
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)



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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Temporary Interfund Borrowings**

1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>					
Current Year (2017-18)	(568,267.02)	(547,476.90)	-3.7%	(20,790.12)	Met
1st Subsequent Year (2018-19)	(596,680.00)	(648,083.00)	8.6%	51,403.00	Not Met
2nd Subsequent Year (2019-20)	(636,250.00)	(779,903.00)	22.6%	143,653.00	Not Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2017-18)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2018-19)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2019-20)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2017-18)	650,000.00	650,000.00	0.0%	0.00	Met
1st Subsequent Year (2018-19)	300,000.00	350,000.00	16.7%	50,000.00	Not Met
2nd Subsequent Year (2019-20)	300,000.00	350,000.00	16.7%	50,000.00	Not Met

**1d. Capital Project Cost Overruns**

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:  
(required if NOT met)

Administration reduced school expenditures by 5% and anticipates transfer increase for school facilities.

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

- 1c. NOT MET - The projected transfers out of the general fund have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:  
(required if NOT met)

Administration reduced school expenditures by 5% and anticipates transfer increase for school facilities.

- 1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?  
(If No, skip items 1b and 2 and sections S6B and S6C)

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections?

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2017
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2017
QZAB	14	010-0-80110	010-99900-941000-74380/74390	1,402,204
<b>TOTAL:</b>				1,402,204

Type of Commitment (continued)	Prior Year (2016-17) Annual Payment (P & I)	Current Year (2017-18) Annual Payment (P & I)	1st Subsequent Year (2018-19) Annual Payment (P & I)	2nd Subsequent Year (2019-20) Annual Payment (P & I)
Capital Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2016-17) Annual Payment (P & I)	Current Year (2017-18) Annual Payment (P & I)	1st Subsequent Year (2018-19) Annual Payment (P & I)	2nd Subsequent Year (2019-20) Annual Payment (P & I)
QZAB	112,169	112,169	112,169	112,169
<b>Total Annual Payments:</b>	112,169	112,169	112,169	112,169
<b>Has total annual payment increased over prior year (2016-17)?</b>		No	No	No

---

**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

---

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:  
(Required if Yes  
to increase in total  
annual payments)

---

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

---

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:  
(Required if Yes)

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes
-----

b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

No
----

c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

--

2. OPEB Liabilities

a. OPEB actuarial accrued liability (AAL)

b. OPEB unfunded actuarial accrued liability (UAAL)

c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?

d. if based on an actuarial valuation, indicate the date of the OPEB valuation.

	First Interim (Form 01CSI, Item S7A)	Second Interim
a.	42,035.00	42,035.00
b.	292,897.00	292,897.00
c.	Actuarial	Actuarial
d.	Jan 31, 2015	Jan 31, 2015

3. OPEB Contributions

a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method

Current Year (2017-18)

1st Subsequent Year (2018-19)

2nd Subsequent Year (2019-20)

	First Interim (Form 01CSI, Item S7A)	Second Interim
Current Year (2017-18)	46,335.00	46,335.00
1st Subsequent Year (2018-19)	46,335.00	46,335.00
2nd Subsequent Year (2019-20)	46,335.00	46,335.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund)

(Funds 01-70, objects 3701-3752)

Current Year (2017-18)

1st Subsequent Year (2018-19)

2nd Subsequent Year (2019-20)

Current Year (2017-18)	7,728.73	8,176.36
1st Subsequent Year (2018-19)	7,728.73	8,176.36
2nd Subsequent Year (2019-20)	7,728.73	8,176.36

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2017-18)

1st Subsequent Year (2018-19)

2nd Subsequent Year (2019-20)

Current Year (2017-18)	18,348.00	18,348.00
1st Subsequent Year (2018-19)	30,278.00	30,278.00
2nd Subsequent Year (2019-20)	41,073.00	41,073.00

d. Number of retirees receiving OPEB benefits

Current Year (2017-18)

1st Subsequent Year (2018-19)

2nd Subsequent Year (2019-20)

Current Year (2017-18)	2	2
1st Subsequent Year (2018-19)	2	2
2nd Subsequent Year (2019-20)	2	2

4. Comments:

**S7B. Identification of the District's Unfunded Liability for Self-insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No
----

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

n/a
-----

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

n/a
-----

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

First Interim (Form 01CSI, Item S7B)	Second Interim

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
  - Current Year (2017-18)
  - 1st Subsequent Year (2018-19)
  - 2nd Subsequent Year (2019-20)
- b. Amount contributed (funded) for self-insurance programs
  - Current Year (2017-18)
  - 1st Subsequent Year (2018-19)
  - 2nd Subsequent Year (2019-20)

First Interim (Form 01CSI, Item S7B)	Second Interim

4. Comments:

--

**S8. Status of Labor Agreements**

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period  
Were all certificated labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8B.  
If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations	Prior Year (2nd interim) (2016-17)	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Number of certificated (non-management) full-time-equivalent (FTE) positions	28.0	28.0	28.0	28.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>

**One Year Agreement**

Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year or	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Multiyear Agreement**

Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:



Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

--

Current Year  
(2017-18)

1st Subsequent Year  
(2018-19)

2nd Subsequent Year  
(2019-20)

7. Amount included for any tentative salary schedule increases

--	--	--

Current Year  
(2017-18)

1st Subsequent Year  
(2018-19)

2nd Subsequent Year  
(2019-20)

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year



**Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections**

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

--

If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

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Current Year  
(2017-18)

1st Subsequent Year  
(2018-19)

2nd Subsequent Year  
(2019-20)

**Certificated (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year



Current Year  
(2017-18)

1st Subsequent Year  
(2018-19)

2nd Subsequent Year  
(2019-20)

**Certificated (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?



**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):


**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.

Yes

If No, continue with section S8B.

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2016-17)	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Number of classified (non-management) FTE positions	32.0	32.0	32.0	32.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

**Negotiations Settled Since First Interim Projections**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year  
(2017-18)

1st Subsequent Year  
(2018-19)

2nd Subsequent Year  
(2019-20)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--	--

**One Year Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year  
or

--	--

**Multiyear Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

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Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

Current Year  
(2017-18)

1st Subsequent Year  
(2018-19)

2nd Subsequent Year  
(2019-20)

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	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
<b>Classified (Non-management) Health and Welfare (H&amp;W) Benefits</b>			
1. Are costs of H&W benefit changes included in the interim and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
<b>Classified (Non-management) Prior Year Settlements Negotiated Since First Interim</b>			
Are any new costs negotiated since first interim for prior year settlements included in the interim?			
If Yes, amount of new costs included in the interim and MYPs			
If Yes, explain the nature of the new costs:			

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
<b>Classified (Non-management) Step and Column Adjustments</b>			
1. Are step & column adjustments included in the interim and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
<b>Classified (Non-management) Attrition (layoffs and retirements)</b>			
1. Are savings from attrition included in the interim and MYPs?			
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?			

**Classified (Non-management) - Other**  
List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of first interim projections?  Yes  
If Yes or n/a, complete number of FTEs, then skip to S9.  
If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2016-17)	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Number of management, supervisor, and confidential FTE positions	6.0	6.0	6.0	6.0

- 1a. Have any salary and benefit negotiations been settled since first interim projections?  
If Yes, complete question 2.  n/a  
If No, complete questions 3 and 4.
- 1b. Are any salary and benefit negotiations still unsettled?  
If Yes, complete questions 3 and 4.  No

**Negotiations Settled Since First Interim Projections**

2. Salary settlement:

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
4. Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are costs of H&W benefit changes included in the interim and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

**Management/Supervisor/Confidential Step and Column Adjustments**

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are step & column adjustments included in the budget and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

	Current Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are costs of other benefits included in the interim and MYPs?			
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

**S9. Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

**S9A. Identification of Other Funds with Negative Ending Fund Balances**

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

- 1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

- 2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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### ADDITIONAL FISCAL INDICATORS

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)
  
- A2. Is the system of personnel position control independent from the payroll system?
  
- A3. Is enrollment decreasing in both the prior and current fiscal years?
  
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?
  
- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
  
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
  
- A7. Is the district's financial system independent of the county office system?
  
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)
  
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

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### End of School District Second Interim Criteria and Standards Review

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**1 Cash Flow Projection**  
 District: 63 - Tipton Elkr  
 Fund: 0100 - General F  
 Fiscal Year: 2018  
 Current Year Actuals Thru: Jan 31 2018 12:00  
 (Thru Fiscal Month)  
 Category: Month: **Feb 16 2018 12:01**  
 Category: Fiscal Month: **Balance**  
 Category: Fiscal Month: **3,397,049.18**

	Jan 1	Jan 2	Jan 3	Jan 4	Jan 5	Jan 6	Jan 7	Jan 8	Jan 9	Jan 10	Jan 11	Jan 12	Actual Reversals	Yr Actual	Total	Difference
10 Beginning Cash	3,397,049.18															
20 Principal Apportionment	225,677.85	225,677.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,851,100.00	0.00
37 Education Projection Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	891,804.00	0.00
40 Money Order Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	579,500.00	0.00
50 Federal Revenue	888.00	888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	119,841.38	0.00
70 Charitable Revenue	14,746.33	14,746.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	118,941.38	0.00
100 Other Fundraising Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,891,338.58	0.00
103 TOTAL RECEIPTS	3,417,273.36	3,417,273.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,538,675.28	0.00
107 Other Disbursements	200,151.38	183,047.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,610,768.98	0.00
108 Charitable Disburse	44,021.40	81,218.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,432,870.32	0.00
109 Other Disbursements	156,129.98	101,828.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450,598.66	0.00
110 Other Disbursements	10,230.00	11,199.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	825,912.81	0.00
111 Other Disbursements	50,898.46	33,595.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,148,800.30	0.00
112 Other Disbursements	48,553.33	48,553.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	850,000.00	0.00
113 Other Disbursements	16,289.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,259,675.98	0.00
114 Other Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
115 Other Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
116 Other Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
117 Other Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
118 TOTAL DISBURSMENTS	441,528.77	500,948.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,927,903.00	0.00
BALANCE SHEET TRANSACTIONS																
187 Assets Not in Treasury	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
188 Accounts Receivable	154.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
191 Accounts Receivable Clearing	176,094.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
192 Due From Other Funds	13,259.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
195 Due From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
197 Prepaid Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
198 Other Current Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL ASSETS	190,527.22	190,527.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities																
200 Accounts Payable	34,352.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201 Accounts Payable Clearing	90,477.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202 Total Other Funds	310,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203 Total Other Funds	80,442.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207 SUBTOTAL LIABILITIES	518,242.23	47,140.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-current																
208 Non-current	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
210 Beginning Balance Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220 TOTAL BALANCE SHEET TRANSACTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
230 NET INCREASE / DECREASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
240 ENDING CASH	3,041,183.46	3,041,183.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	Jan 1	Jan 2	Jan 3	Jan 4	Jan 5	Jan 6	Jan 7	Jan 8	Jan 9	Jan 10	Jan 11	Jan 12	Actual Reversals	Yr Actual	Total	Difference
187 Assets Not in Treasury	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
188 Accounts Receivable	154.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
191 Accounts Receivable Clearing	176,094.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
192 Due From Other Funds	13,259.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
195 Due From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
197 Prepaid Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
198 Other Current Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL ASSETS	190,527.22	190,527.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities																
200 Accounts Payable	34,352.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201 Accounts Payable Clearing	90,477.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202 Total Other Funds	310,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203 Total Other Funds	80,442.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207 SUBTOTAL LIABILITIES	518,242.23	47,140.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-current																
208 Non-current	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
210 Beginning Balance Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220 TOTAL BALANCE SHEET TRANSACTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
230 NET INCREASE / DECREASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
240 ENDING CASH	3,041,183.46	3,041,183.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**1 Cash Flow Projection - Year 2 Estimated**  
 District: 03 - Tipton Elementary School District  
 Fund: 00 - General Fund  
 Fiscal Year: 2019

Comments:

Category / Month	Calendar Month												Total	Estimated Type	Difference				
	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep							
100 Beginning Cash	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	
200 RECEIPTS																			
37 PHS/Ed Apportionment	0	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	228,266.50	
38 PHS/Ed/State	0	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03	462.03
39 Education Protection Account	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40 Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41 State/Local Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50 Other Cash Revenue	14,746.53	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00
60 Other Fund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70 Other Non-Cash Resources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105 TOTAL RECEIPTS	14,746.53	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00	13,248.00
110 DISBURSEMENTS																			
110 Capital Outlays	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65
120 Office Supplies	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65
130 Other Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
140 Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145 Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
150 Capital Outlays	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
160 Other Charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170 Other Fund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180 Other Fund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
185 TOTAL DISBURSEMENTS	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65	18,047.65
BALANCE SHEET TRANSACTIONS																			
187 Cash In Transit	(2,891.74)	(5,381.74)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
190 Accounts Receivable	18,688.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
191 Accounts Receivable Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
195 Due From Other Funds	86,838.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
198 Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
199 Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
199 Other Current Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 TOTAL ASSETS	227,857.24	(5,381.74)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities																			
200 Accounts Payable	55,113.29	47,185.59	180,225.19	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79
201 Accounts Payable Clearing	45,278.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205 Due To Other Funds	310,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
198 TRANS & Other Liens	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207 Deferred Revenue	89,442.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207 Other Current Liabilities	46,834.14	47,185.59	(80,025.19)	54,607.60	(707.48)	688.75	(10,979.83)	(1,362.38)	(4,880.44)	(6,009.27)	(8,145.74)	(8,145.74)	(8,145.74)	(8,145.74)	(8,145.74)	(8,145.74)	(8,145.74)	(8,145.74)	(8,145.74)
208 TOTAL LIABILITIES	468,698.25	47,185.59	180,225.19	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79	666.79
Nonoperating																			
206 Suspense Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
210 Beginning Balance Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220 TOTAL BALANCE SHEET TRANSACTIONS	(25,277.10)	(25,277.10)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
230 NET INCREASE / DECREASE	(23,831.12)	(23,831.12)	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14	135,311.14
240 ENDING CASH	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89	2,593,811.89



NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 06, 2018 Signed: \_\_\_\_\_  
President of the Governing Board

**CERTIFICATION OF FINANCIAL CONDITION**

- POSITIVE CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Anthony Hernandez Telephone: 559.752.4213  
Title: Co-Superintendent E-mail: Ahernandez@tipton.k12.ca.us

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2016-17) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Management/supervisor/confidential? (Section S8C, Line 1b)	X	
		For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
S8	Labor Agreement Budget Revisions	• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

## **6 INFORMATION: (Verbal Reports & presentations)**

### **6.2 Phase 2 and Phase 3**

Preconstruction Meeting

Update Progress Meeting #1

# PRECONSTRUCTION MEETING

Issue Date: February 9, 2018

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<b>PROJECT:</b>	New Multi-Purpose / Gymnasium Building Phase 2 & 3	<b>MEETING DATE:</b>	February 7, 2018
<b>LOCATION:</b>	Project Site	<b>MAI PROJECT NO.:</b>	1473A
<b>OWNER:</b>	Tipton Elementary School District	<b>OWNER'S REPRESENTATIVE:</b>	Luke Smith
<b>CONTRACTOR:</b>	Bush Engineering	<b>PROJECT INSPECTOR:</b>	Tom Hirst
<b>ATTENDEES:</b>	See attached list of attendees		

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The purpose of this preconstruction meeting is to assure an understanding of the Contract Documents, establish clear lines of communication, review schedules, and establish administrative procedures and a working relationship among the parties. **Verbal discussions and their documentation in this memorandum do not alter the requirements of the Contract Documents. The Contract Documents may only be modified by signed Change Order.**

## A. Project Information:

### 1. Owner:

Tipton Elementary School District  
370 N. Evans Road  
Tipton, CA 93272  
(559) 752-4213 Fax: (559) 687-2221

Owner Representative: Luke Smith  
Email: lasmithscu@gmail.com

### 2. Architect:

Mangini Associates Inc.  
4320 W. Mineral King Avenue  
Visalia, CA 93291  
(559) 627-0530 Fax: 627-1926

Contract Administrator: Ryan Morrelli  
Email: ryan@mangini.us

### 3. Project Inspector:

Tom Hirst  
1764 S. Anderson Road  
Exeter, CA 93221  
Ph: (559) 592-5958 Fax: 592-5958

Cell: (559) 308-1853

### 4. Contractor:

Bush Engineering  
518 N. Redington St.  
Hanford, CA 93230  
(559) 259-1575 Fax: (559) 584-1591

Project Manager: Ramon Medina  
Email: rmedina@bushconstruction.net  
Project Engineer: Jose Ruvalcaba  
Foreman: Sean Jones

### 5. Testing Laboratory:

Consolidated Testing & See's Consulting  
710 S. Kaweah Ave.  
Exeter, CA 93221  
(559) 592-3555 Fax: (559) 592-3553

Contact: Shannon Bennett  
Cell: (559) 359-6126

## B. Contract Information:

### 1. Contract Time:

- Notice to Proceed Date: February 20, 2018
- Contract Time: 120 Calendar Days
- Completion Date: June 19, 2018

**2. Contract Sum:**

- a. Original Contract Sum: \$940,900.00
- b. Contract Includes: Base bid only.
- c. Contract Includes: \$5,000.00 allowance for sprinkler and landscaping repair.

**3. Liquidated Damages:**

- a. \$1,000 per calendar day.

**C. Permits and Fees:****1. Owner Responsibility:**

- a. Transportation mitigation, water system, wastewater system, storm water system, fire protection, and police protection impact fees.
- b. City/County engineering review and inspection fee for work performed in the public right-of-way.
- c. Service connection fees to gas, permanent telephone, and permanent power utilities.
- d. Storm Water Prevention Pollution Plan filing fee.
- e. DSA approval/field inspection fee.

**2. Contractor Responsibility:**

- a. Permits and licenses required for work performed in the public right-of-way.
- b. Permits and inspection fees required for construction of wells.
- c. Permits and inspection fees required for demolition.
- d. Other permits, licenses, and inspection required for proper execution and completion of the Work which are not the responsibility of the Owner.
- e. The Contractor is responsible for requesting all inspections required by the governing jurisdictions.

**D. Administrative Requirements:****1. Lines of Communication:** All communication concerning the project shall be as follow:

- a. Subcontractors will communicate with the **General Contractor**. **General Contractor** will coordinate with the Architect.
- b. **Architect** will communicate with the Architect's consultants and with the Owner. **Architect** will coordinate with the General Contractor.
- c. Progress Meetings: **On a weekly basis, Wednesday at 9:00am.**

**2. Contractual Duties:**

- a. School Site: Alcohol, drugs, tobacco and firearms are not allowed on site. Clothing which displays alcohol, drugs, tobacco, firearms, or obscene/vulgar messages are not allowed on site.
- b. Fingerprinting: Comply with specification Section 00 7360.

**3. Record Drawings:**

- a. Contractor will be furnished with one clean set of drawings for final record of corrections and deviations to the plans.
- b. Post all requests for information, notice of clarifications, and change orders as they occur.
- c. Show all underground utility locations and routings by horizontal and vertical dimension.
- d. Record width of trenches in cases were multiple pipes or conduits are installed.
- e. Make entries within 24 hours after receipt of information that the change has occurred.
- f. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the Record Documents.

**4. Verify Existing Utility Locations:** Prior to demolition, trenching, and earthwork operations, identify location, routing, and elevation of known underground utilities in the construction area.**5. Utility Trench Identification:**

- a. Identify each utility pipe or conduit by the use of a continuous underground warning tape. Locate tape 12" directly above the pipe or conduit and not less than 6" below the finished grade.
- b. Provide one strip of identification tape for each 18" of trench width.

**E. Schedule of Values:**

1. **Format:** Schedule of Values line items shall be identical to construction schedule activity items.
2. **Required Break Down:** Break down construction activities to aid in identifying appropriate payment for work completed. For instance, break down concrete work into footings, exterior walks and interior slabs. Separate off-site work from on-site work. Refer to the specifications for more detail on break down.
3. **Prepayment for Stored Materials:** When the Contractor desires to request payment for stored materials (on-site or off-site), break out material costs from installation costs as a material procurement line item. Materials not identified as a separate material procurement line item will not be considered for payment as stored materials and will only be considered for payment when incorporated into the Work.

**F. Progress Payments:**

1. **Application for Payment:** Schedule of values with AIA G702 as summary and certification page.
2. **Number of Copies:**
  - a. Submit 4 copies of applications for payment to the Owner by the 25th of each month.
  - b. Allow time for Architect review and approval.
  - c. Secure the Inspector's signature prior to delivery to the Architect.
3. **Stored Materials:** Prepayment for stored materials will only be made when the conditions outlined in the Contract are met.

**G. Construction Schedule:**

1. **Format:** Time scaled bar chart.
2. **Number of Copies:** 4 color copies and one electronic copy of network diagram and reports.
3. **Short Interval Schedules:** On a weekly basis, review with the Owner and Architect the planned schedule of each active trade for the following two weeks.
4. **Schedule Updates:** Update schedule monthly as part of the application for payment.

**H. Submittals:**

1. **Contractor Responsibility:**
  - a. All submittals shall come from Contractor to Architect, and only after he has reviewed them.
  - b. Contractor is responsible for checking submittals as to quantity and dimensions, as well as conformance to the documents prior to forwarding to the Architect.
  - c. Call out all deviations from the Contract Documents. Architect's review does not relieve the Contractor from the requirement to comply with the Contract Documents.
2. **Complete Submittals:**
  - a. Provide complete submittals including all items requested in the specifications.
  - b. Incomplete submittals, or submittals without Contractor approvals will be returned to the Contractor for resubmission.
  - c. Highlight the material proposed for use.
3. **Substitutions:** Substitutions will only be accepted when submitted within 35 days of award.
4. **Number of Copies:**
  - a. Product Data: Provide a minimum of 7 copies, 3 of which will be returned to the Contractor.

- 1) Electronic Submittals: Electronic submittal are acceptable in lieu of hard copies providing the requirements of specification section 01 3300.2.2 are met.
- b. Samples: Provide a minimum of 3 copies, 1 of which will be returned to the Contractor.

**I. Requests for Information (RFI):**

1. A request from the Contractor to the Architect, seeking an interpretation or a clarification of some requirement of the Contract Documents.
2. The Contract Documents allow 14 days as a reasonable response time.
3. If the Contractor believes that any response to a Request for Information changes the contract, notice to the Architect is required within 5 days.

**J. Contract Modifications:**

1. **Bulletins:** A document issued by the Architect to memorialize all changes, clarifications and interpretations to the approved Construction Documents.
  - a. A bulletin may or may not change the Contract Sum or the Contract Time.
  - b. A bulletin may or may not need DSA approval.
  - c. Bulletins requiring DSA approval will be submitted to DSA via the Construction Change Document process as part of the DSA Box process.
2. **Supplemental Instruction:** A bulletin issued as a supplemental instruction indicates the Architect's perception that the modifications in the bulletin do not change Contract Sum or Contract Time. If the Contractor believes that any supplemental instruction changes the contract, notice to the Architect is required within 5 days.
3. **Proposal Request:** A bulletin issued as a proposal request indicates the Architect's perception that the modifications in the bulletin do change Contract Sum or Contract Time, and a change order request is expected from the Contractor within 20 days.
4. **Change Orders:**
  - a. Change orders will be executed by the parties.
  - b. Change orders will not need to be approved by DSA.

**K. Temporary Facilities and Controls:**

1. **Speed Limit:** The Contractor shall establish and enforce speed limits on the site.
2. **Dust Control:** Minimize impact of construction operations on the neighbors. Provide dust suppression measures, including watering of all graded or excavated material at least twice a day, stopping grading and excavation activities when the wind speed exceeds 20 mph for one hour, watering or covering all material transported off-site, and minimizing the area disturbed by grading and excavation activities. Refer to Section 01 5000.
3. **Dewatering:** The Contractor is responsible to remove standing water from excavations and site areas to receive work.
4. **Temporary Fencing:** Provide and maintain temporary fencing for the duration of construction to prevent unauthorized entry to construction areas and to protect adjacent properties from damage from construction operations.

**L. Testing and Inspection:**

1. **Payment for Testing:**
  - a. Owner pays for passing tests.
  - b. Contractor pays for failing tests.



2. **Testing Laboratory Scheduling:** The Contractor shall notify the Inspector not less than 48 hours prior to the need for testing in order that the Inspector may arrange for testing or inspection by the testing laboratory.

3. **Project Inspector:**

- a. The Inspector does not direct the work of the Contractor.
- b. The Inspector does not provide the Contractor's quality control.

4. **DSA Box:**

- a. The Inspector will oversee the DSA Box process and electronically submit reports and updated inspection cards.
- b. The Architect, Contractor and Testing Laboratory are required to electronically submit required reports and other documentation via the DSA Box process.

**M. Construction Concerns:**

- 1. **Work by the Owner:** As noted on the construction documents.
- 2. **Access to the Work:** Access will be off of Smith Rd. utilizing the existing construction entrance.

**N. Department of Industrial Relations Requirements:**

- 1. **Labor Compliance:** This is a prevailing wage project. Contractor and all subcontractors shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis in the format prescribed by the Labor Commissioner.
- 2. **DIR REGISTRATION:** Contractor and all subcontractors shall be currently registered and qualified through DIR to perform public work projects.

**O. Additional Comments:**

1. **Owner:**

- a. Tipton will provide a DIR number and send to Bush.
- b. Asked Bush to submit potential change orders as soon as possible or at least notify of the potential to mitigate surprises.
- c. No negative interactions with parents, students, staff, etc.

2. **Contractor:**

- a. Asked about storm drain connections. Tom verified that they are as per the plans and noted/dimensioned on the as-builts. Tom will take a photo of the as-builts and send to Bush.
- b. Asked about construction water. Will need to be requested from the irrigation district on Evans Road. They will likely provide a hydrant meter (this was provided for the Phase 1 work).

3. **Inspector:**

- a. Discussed the phase and DSA Box. Mangini will initiate the process with DSA.

4. **Architect:**

- a. Ryan will email Lane's cad file release to Bush.
- b. Ryan will send the SWPPP plan to Bush.
- c. MAI will prepare plan sets for Bush, Tom and the Lab.
- d. Reviewed the bit of fencing that is in the Phase 2 scope but that has already been installed as a part of Phase 1.



**MANGINI**

ARCHITECTURE  
INGENUITY

McLAIN BARENG MORRELLI

**MANGINI ASSOCIATES INC.**

4320 West Mineral King Avenue  
Visalia, California 93291

**www.mangini.us**  
(559) 627-0530 *Office*  
(559) 627-1926 *Fax*

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This confirms and records our interpretation of the discussions which occurred and our understanding reached during this meeting. Unless notified in writing within seven days of the issue date of this meeting report, we will assume the interpretation or description is complete and accurate.

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**MANGINI ASSOCIATES INC.**

By: Ryan Morrelli Title: Architect

Attachments: None.

Copies to: Owner, Inspector, Contractor

# PROGRESS MEETING NO. 1

Issue Date: February 22, 2018

**PROJECT:** Tipton Elementary Multi-Use Phase 2/3  
**LOCATION:** Project Site  
**OWNER:** Tipton Elementary School District  
**CONTRACTOR:** Bush Engineering

**MEETING DATE:** February 21, 2018  
**MAI PROJECT NO.:** 1473A  
**OWNER'S REPRESENTATIVE:** Luke Smith  
**PROJECT INSPECTOR:** Tom Hirst

**Attendees:**

Luke Smith (LS)

Tom Hurst (TH)

Sean Jones (SJ)

Jose Ruvalcaba (JR)

Ryan Morrelli (RM)

Weather			Site Conditions		Day	
<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Snow	<input type="checkbox"/> Cool	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Dusty	<input type="checkbox"/> Monday	<input type="checkbox"/> Thursday
<input type="checkbox"/> Overcast	<input type="checkbox"/> Foggy	<input type="checkbox"/> Warm	<input type="checkbox"/> Muddy		<input type="checkbox"/> Tuesday	<input type="checkbox"/> Friday
<input type="checkbox"/> Rain	<input checked="" type="checkbox"/> Cold	<input type="checkbox"/> Hot			<input checked="" type="checkbox"/> Wednesday	

**Field Observations:**

- Starting layout today.
- Will begin demolition tomorrow.
- Will be installing temporary fencing, staking and storm drain soon.

**Field Instructions:**

- None.

**A. Project Status:**

- Contract Time:**
  - Notice to Proceed Date: February 21, 2018
  - Initial Contract Duration: 120 calendar days
  - Initial Completion Date: June 20, 2018
  - Current Projected Completion Date: June 20, 2018
  - Approved Time Extended Completion Date: June 20, 2018
  - Weather Days: None.
- Contract Sum:**
  - Original Contract Sum: \$940,900.00
  - Approved Change Orders: \$0.00
  - Revised Contract Sum: \$940,900.00

**B. Progress and Schedule:**

- Schedule Conformance:** On schedule.
- Short Interval Schedule:** N/A

**C. Materials and Equipment:**

- Submittals:** Refer to attached log.

**D. Requests for Information:**

- RFI's:** None open. One total.

**E. Changes:**

- Bulletins:** No bulletins or CORs to date.

**F. Testing and Inspections:**

1. **Testing in Progress:** N/A
2. **Nonconforming Work or Materials:** None.

**G. DSA Inspection:**

1. **Trip Visit:** Kurt Katsumata:
2. **Corrections Needed:** None.
3. **Inspection Card Updates:** None.

**H. Progress Payments:**

1. **Percentage of Completion:** 0%

**I. Discussion Items:**

Item No.	Action By	Description
1-1		<i>Search the West side of work area for phase 1 storm drain. It appears that there is a small amount of storm drain that needs to be completed by Micham/American once the phase 2 demolition is complete.</i>
1-2		<i>The school district will cut and cap the irrigation at the new hard-court location. They will also need to re-route their irrigation at the South East corner of the project.</i>

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This confirms and records our interpretation of the discussions which occurred and our understanding reached during this meeting. Unless notified in writing within seven days of the issue date of this meeting report, we will assume the interpretation or description is complete and accurate.

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**MANGINI ASSOCIATES INC.**

By: Ryan Morrelli Title: Architect

Attachments: Submittal log

Copies to: Attendees

## Submittal Report - All

Project: Basketball Courts, Parking Loft and Off-Site Improvements at Tipton Elementary School

Prepared On: 2/21/2018 12:00:00 AM

ID	Spec Section	Subject	Status	Received	Last Action	Response Date
7	03 3000	Underground Concrete Mix Design	Open	2/16/2018 8:00:00 AM	Forwarded - For Review	
5	33 4000	Storm Drain	Open	2/16/2018 8:00:00 AM	Forwarded - For Review	
2	26 6000	Light Fixtures	Closed	2/8/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/8/2018 8:00:00 AM
4	32 1210	Aggregate Base	Closed	2/14/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/14/2018 8:00:00 AM
3	32 1210	Asphaltic Paving	Closed	2/8/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/12/2018 8:00:00 AM
1	32 1720	Pavement Markings and Signs	Closed	2/8/2018 8:00:00 AM	Responded and Closed - No Exceptions Taken	2/8/2018 8:00:00 AM
6	32 3115	Chain Link Fences and Gates	Closed	2/16/2018 8:00:00 AM	Responded and Closed - Make Corrections Noted	2/20/2018 8:00:00 AM

## **6 INFORMATION: (Verbal Reports & presentations)**

### **6.3 Athletic Team Coach Certification Update**

## Tipton Elementary School District-Temporary Coaches Certification

Name	Sport	First Aid	CPR	Prior Assistant	Rules & Regs	Child/Adol Psycho	Certification Date
Leecia Rocha	Volleyball	10/11/2017	8/23/2017	x	Yes	C	11/7/2017
Michelle Nuckols	Volleyball	10/11/2017	8/23/2017	x	Yes	C	11/7/2017
Jason Marroquin	Football	10/11/2017	8/23/2017	x	Yes	C	11/7/2017
Tim Starling	Football	10/11/2017	8/23/2017	x	Yes	C	11/7/2017
Leecia Rocha	Soccer	10/11/2017	8/23/2017	x	Yes	C	11/7/2017
Gina Manfredi	Soccer	10/11/2017	9/27/2017	x	Yes	C	11/7/2017
Jason Marroquin	Soccer	10/11/2017	8/23/2017	x	Yes	C	11/7/2017
Mike Pharis	Soccer	10/11/2017	8/23/2017	x	Yes	C	11/7/2017
Georgina Burrell	Basketball	10/11/2017	8/23/2017	x	Yes	C	3/6/2018
Tammy Lampe	Basketball	10/11/2017	8/23/2017	x	Yes	C	3/6/2018
Jason Marroquin	Track	10/11/2017	8/23/2017	x	Yes	C	3/6/2018
Tammy Lampe	Track	10/11/2017	8/23/2017	x	Yes	C	3/6/2018
Mike Pharis	Track	10/11/2017	8/23/2017	x	Yes	C	3/6/2018
Tim Starling	Track	10/11/2017	8/23/2017	x	Yes	C	3/6/2018
Debbie Gilbert	Track	10/11/2017	8/23/2017	x	Yes	C	3/6/2018
Georgina Burrell	Track	10/11/2017	8/23/2017	x	Yes	C	3/6/2018