

Tipton Elementary School District

AGENDA

REGULAR BOARD MEETING

Tuesday, August 1, 2017

7:00 p.m. District Conference Room

1. **Call to order- Flag Salute**

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

2. **Public Input:**

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

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

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

3.1 Minutes of Regular Board Meeting – July 11, 2017

3.2 Title III Plan - Title III, Part A is officially known as the Language Instruction for English Learner and Immigrant Students Act. Section 3102 lists the purpose of the law. The overarching purpose is to ensure that English learner (EL) students, including immigrant children and youth, attain English language proficiency and meet the same challenging state academic standards that other students are expected to meet.

3.3 Agreement with TCOE for Health/School Nursing Services

3.4 Agreement with TCOE for Family Service Worker Services

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

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

3.7 Agreement with TCOE for Library Media Services

3.8 Agreement with Save the Children

3.9 School City Contract and Software license agreement for 2017-2018

3.10 Agreement with TCOE for psychological services

4. **ADMINISTRATIVE: Action items:**

4.1 Set date for Public Hearing regarding sufficiency of Instructional Material for the 2017-2018 school year

4.2 Board Resolution #2017-2018-05, Spending Determination for Funds Received from the Education Protection Account pursuant to Article XIII

- 4.3 Approval of Co-Superintendent of Business Services Salary Schedule
- 4.4 Consultant Services Contract Luke Smith
- 4.5 Consultant Services Contract Thomas Arthur Hirts
- 4.6 Confidential Administrative Assistant Job Description
- 4.7 Approval of Confidential Administrative Assistant Salary Schedule
- 4.8 Approval of Administrative Salary Schedules

- 5. **FINANCE: Action items:**
 - 5.1 Vendor Payments
 - 5.2 Budget Revisions

- 6. **INFORMATION: (Verbal Reports & Presentations)**
 - 6.1 MOT--FOOD SERVICE—PROJECTS.
 - Multi-Purpose Building
 - Update Progress Meeting Notes #12
 - Update Progress Meeting Notes #13

- 7. **Any Other Business-**
 - 7.1 Public Review of Changes to Revenues and Expenditures to Reflect Budget Act – Informational

- 8. **Adjourn to Closed Session: The Board will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of closed session as required by law.**
 - 8.1 Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: Instructional Aide – (After School Program)

 - 8.2 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.

- 9. **Reconvene to open session**

- 10. **Report out from Closed Session**

- 11. **Adjournment**

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

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

Agenda posted July 26, 2017

CONSENT CALENDAR: Action items:

3.1 Minutes of Regular Board Meeting – July 11, 2017

TIPTON ELEMENTARY SCHOOL DISTRICT

Minutes

REGULAR BOARD MEETING

Tuesday, July 11, 2017

7:00 p.m. District Conference Room

1. Call to order- Flag Salute

Board President, Tony Macedo, called the meeting to order at 7:00 p.m. and led the flag salute.

Board Members present: Shelley Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

Guests: Anabela Lourenco, Kathy Aguiar, Fausto Matin, Luke Smith and Anthony Hernandez

2. Public Input:

2.1 Community Relations/Citizen Comments

2.2 Reports by Employee Units CTA/CSEA

3. Adjourn to Closed Session: 7:03 p.m.

3.1 *Government Code section 54957.6 Conference with labor negotiator*

Name of negotiator: Board President Tony Macedo

Unrepresented employee: Co-Superintendent/Principal

Co-Superintendent of Business Service/Operations

Co-Superintendent of Curriculum and Instruction

Reconvene to open session 7:29 p.m.

4. CONSENT CALENDAR: Action items:

4.1 Minutes of Regular Board Meeting - June 6, 2017

4.2 Minutes of Special Board Meeting - June 8, 2017

4.3 Consolidated Application - The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California.

4.4 TCOE Agreement for Special Friends Program

4.5 Board Resolution #2017-2018-01, Authorizing Inter-fund Loan for Cash Flow Purposes

4.6 Board Resolution #2017-2018-02, Authorization for County Superintendent of Schools to make yearend Budget Transfer

4.7 Board Resolution #2017-2018-03, Spending Determination for Funds Received from the Education Protection Account pursuant to Article XIII

4.8 Board Resolution #2016-2017-04, Authorizing Inter-fund Transfers In Accordance with the Budget

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

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5. ADMINISTRATIVE: Action items:

5.1 Consultant Services Contract Luke Smith

Motion to table Consultant Service Contract with Luke Smith was made by John Cardoza and second by Iva Sousa.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5.2 Consultant Services Contract Thomas Arthur Hirst

Motion to table Consultant Service Contract with Tomas Arthur Hirst was made by John Cardoza and second by Iva Sousa.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5.3 Approval of Quarterly Board Policies Updates for September 2016, March 2017 and May 2017

Motion to approve the Quarterly Board Policies Updates for September 2016, March 2017 and May 2017 was made by Iva Sousa and second by Greg Rice.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5.4 Update District's Authorized Signatures

Motion to approve Updated District's Authorized Signatures was made by Greg Rice and second by John Cardoza.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5.5 Confidential Administrative Assistant Job Description

Motion to table Confidential Administrative Assistant Job Description was made by Iva Sousa and second by Greg Rice.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5.6 Approval of employment of Co-Superintendent/Principal

Tony Macedo, Board President verbally summarized the compensation and fringe benefits provided in the proposed Employment Agreement with Co-Superintendent/Principal, Stacey Bettencourt as follows:

1. The term is for one year from July 1, 2017 to June 30, 2018.
2. Ms. Bettencourt's annual base salary is \$117,500. Ms. Bettencourt shall receive an annual amount of \$1,000 if she is in possession of a Master's Degree and \$1,500 if she is in possession of a Doctoral Degree, to be paid in twelve month installments. This is a change from the draft of the agreement that was provided in the Board packet on July 6, 2017, which provided a \$2500 stipend if Ms. Bettencourt possessed *both* a Master's and Doctoral degree.
3. The Co-Superintendent/Principal is entitled to receive the same health and welfare benefits as other certificated employees. This includes Medical \$1258.00/Month, Dental \$108.00/Month, Vision \$22.10/Month, Basic Life \$5.70, Annual Cost \$16,725.60
4. The Co-Superintendent/Principal will have a 205 work-day positive work year calendar. The Board may request the Co-Superintendent/Principal to work up to ten (10) additional days at her daily rate of pay, \$573.17.
5. The Co-Superintendent/Principal shall be allocated twelve (12) days of sick leave annually, earned at a rate of one day per month.
6. The Co-Superintendent/Principal is provided with the ability to use tax deferral plans on the same terms and conditions as those plans are made available to other District certificated employees.
7. The Co-Superintendent/Principal shall be reimbursed for actual and necessary expenses incurred within the course and scope of employment, for the following: 1) in-state and out-of-state conference fees; 2) mileage reimbursement for all personal automobile travel at the IRS rate per mile, bridge tolls and parking fees; 3) air travel; 4) auto rentals, cab or shuttle fares for out-of-county travel; and, 5) per diem/meal expenses at the same rate provided to other District employees. Co-Superintendent/Principal may seek approval from the Board for other expense reimbursement.
8. The Co-Superintendent/Principal shall be provided with annual professional membership dues of the Association of California School Administrators ("ACSA") or any single professional group of Co-Superintendent/Principal's choice.
9. In the event the Board decides to terminate the contract without cause, the Co-Superintendent/Principal will be entitled to compensation equaling her base salary until the termination of the contract. If the Board exercises its right to terminate the contract without cause, the Co-Superintendent/Principal shall return to her prior position as Principal for the remainder of the contract.

This concludes the summary of Co-Superintendent/Principal, Stacey Bettencourt's contract. Please note that the agreement being considered has been updated from the draft sent on July 6, 2017. A complete copy of the contract is available on the table next to the door.

Is there a motion? *Motion to approve employment of Co-Superintendent/Principal was made by Iva Sousa and second by John Cardoza.*

Is there any discussion? No Discussion

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

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5.7 Approval of employment of Co-Superintendent of Business Services

Tony Macedo, Board President verbally summarized the compensation and fringe benefits provided in the proposed Employment Agreement with Co-Superintendent of Business Services, Anthony Hernandez as follows:

1. The term is for one year from July 1, 2017 to June 30, 2018.
2. Mr. Hernandez's annual base salary is \$100,000. Mr. Hernandez shall receive an annual amount of \$1,000 if he is in possession of a Master's Degree and \$1,500 if he is in possession of a Doctoral Degree, to be paid in twelve month installments.
3. The Co-Superintendent of Business Services is entitled to receive the same health and welfare benefits as other classified employees. This includes Medical \$1258.00/Month, Dental \$108.00/Month, Vision \$22.10/Month, Basic Life \$5.70, Annual Cost \$16,725.60
4. The Co-Superintendent of Business Services will have a 214 work-day positive work year calendar. The Board may request the Co-Superintendent of Business Services to work up to ten (10) additional days at his daily rate of pay \$467.29.
5. The Co-Superintendent of Business Services shall be allocated twelve (12) days of sick leave annually, earned at a rate of one day per month.
6. The Co-Superintendent of Business Services is provided with the ability to use tax deferral plans on the same terms and conditions as those plans are made available to other District classified employees.
7. The Co-Superintendent of Business Services shall be reimbursed for actual and necessary expenses incurred within the course and scope of employment, for the following: 1) in-state and out-of-state conference fees; 2) mileage reimbursement for all personal automobile travel at the IRS rate per mile, bridge tolls and parking fees; 3) air travel; 4)

auto rentals, cab or shuttle fares for out-of-county travel; and, 5) per diem/meal expenses at the same rate provided to other District employees. Co-Superintendent of Business Services may seek approval from the Board for other expense reimbursement.

8. The Co-Superintendent of Business Services shall be provided with annual professional membership dues of the Association of California School Administrators (“ACSA”) or any single professional group of Co-Superintendent of Business Services’ choice.
9. In the event the Board decides to terminate the contract without cause, the Co-Superintendent of Business Services will be entitled to compensation equaling his base salary until the termination of the contract. If the Board exercises its right to termination the contract without cause, the Co-Superintendent of Business Services shall return to his prior position as Business Manager for the remainder of the contract.

This concludes the summary of Co-Superintendent of Business Services, Anthony Hernandez’s contract. A complete copy of the contract is available on the table next to the door.

Is there a motion? *Motion to approve employment of Co-Superintendent of Business Services was made by Greg Rice and second by Iva Sousa*
Is there any discussion? *No Discussion.*

Motion to approve employment of Co-Superintendent of Business Services was made by Greg Rice and second by Iva Sousa.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5.8 Approval of employment of Co-Superintendent of Curriculum and Instruction

Tony Macedo, Board President verbally summarized the compensation and fringe benefits provided in the proposed Employment Agreement with Co-Superintendent of Curriculum and Instruction, Jacob Munoz as follows:

1. The term is for one year from July 1, 2017 to June 30, 2018.
2. Mr. Munoz’s annual base salary is \$100,000. Mr. Munoz shall receive an annual amount of \$1,000 if he is in possession of a Master’s Degree and \$1,500 if he is in possession of a Doctoral Degree, to be paid in twelve month installments. This is a change from the draft of the agreement that was provided in the Board packet on July 6, 2017, which provided a \$2500 stipend if Mr. Munoz possessed *both* a Master’s and Doctoral degree.
3. The Co-Superintendent of Curriculum and Instruction is entitled to receive the same health and welfare benefits as other certificated employees. This includes Medical \$1258.00/Month, Dental \$108.00/Month, Vision \$22.10/Month, Basic Life \$5.70, Annual Cost \$16,725.60
4. The Co-Superintendent of Curriculum and Instruction will have a 203 work-day positive

work year calendar. The Board may request the Co-Superintendent of Curriculum and Instruction to work up to ten (10) additional days at his daily rate of pay, \$492.61.

5. The Co-Superintendent of Curriculum and Instruction shall be allocated twelve (12) days of sick leave annually, earned at a rate of one day per month.
6. The Co-Superintendent of Curriculum and Instruction is provided with the ability to use tax deferral plans on the same terms and conditions as those plans are made available to other District certificated employees.
7. The Co-Superintendent of Curriculum and Instruction shall be reimbursed for actual and necessary expenses incurred within the course and scope of employment, for the following: 1) in-state and out-of-state conference fees; 2) mileage reimbursement for all personal automobile travel at the IRS rate per mile, bridge tolls and parking fees; 3) air travel; 4) auto rentals, cab or shuttle fares for out-of-county travel; and, 5) per diem/meal expenses at the same rate provided to other District employees. Co-Superintendent of Curriculum and Instruction may seek approval from the Board for other expense reimbursement.
8. The Co-Superintendent of Curriculum and Instruction shall be provided with annual professional membership dues of the Association of California School Administrators (“ACSA”) or any single professional group of Co-Superintendent of Curriculum and Instruction’s choice.
9. In the event the Board decides to terminate the contract without cause, the Co-Superintendent of Curriculum and Instruction will be entitled to compensation equaling his base salary until the termination of the contract. If the Board exercises its right to terminate the contract without cause, the Co-Superintendent of Curriculum and Instruction shall return to his prior position as Vice Principal for the remainder of the contract.

This concludes the summary of Co-Superintendent of Curriculum and Instruction, Jacob Munoz’s contract. Please note that the agreement being considered has been updated from the draft sent on July 6, 2017. A complete copy of the contract is available on the table next to the door.

Is there a motion? *Motion to approve employment of Co-Superintendent of Curriculum and Instruction was made by John Cardoza and second by Greg Rice*

Is there any discussion? No Discussion.

Motion to approve employment of Co-Superintendent of Curriculum and Instruction was made by John Cardoza and second by Greg Rice.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

5.9 Appoint Secretary of the Board

Motion to approve Stacey Bettencourt, as Secretary of the Board was made by Greg Rice and second by John Cardoza.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

6. FINANCE: Action items:

6.1 Vendor Payments

Motion to approve vender payments was made by John Cardoza and second by Greg Rice.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

6.2 Budget Revisions

Motion to approve budget revisions was made by Iva Sousa and second by Greg Rice.

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

7. INFORMATION: (Verbal Reports & presentations)

7.1 MOT--FOOD SERVICE—PROJECTS

Multi-Purpose Building

Update Progress Meeting Notes #09

Update Progress Meeting Notes #10

Update Progress Meeting Notes #11

Mr. Fausto Martin updated the Board on the school grounds, busses and Edison.

Mr. Anthony Hernandez reported to the Board that the CEP (Community Eligibility Provisions) was approved and a letter will be sent home letting families know that all meals will be free of charge to all students. A media release will also be made to the local paper.

Mr. Luke Smith updated the Board on the Multi-Purpose Building.

8. Any Other Business

9. Adjourn to Closed Session: 8:12 p.m.

9.1 Personnel items: Employment, Resignations, Transfers, Leaves etc. of Certificated and Classified Personnel.

9.2 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.

9.3 Discussion on Certificated/Classified Negotiation

9.4 Management Negotiation and Discussion.

10. **Reconvene to open session 9:43 p.m.**

11. **Report out from Closed Session**

9.1 Personnel items: Employment, Resignations, Transfers, Leaves etc. of Certificated and Classified Personnel.

A. *Motion to approve re-employment of Angie Muratalla from the rehire list as a Heath Clerk was made by Shelley Heeger and second by John Cardoza.*

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

B. *Motion to approve MOU with CSEA for Substitute Caller was made by Shelley Heeger and second by John Cardoza.*

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

Yea - Shelly Heeger, Iva Sousa, Greg Rice, John Cardoza and Tony Macedo

No - 0

Abstain - 0

Absent - 0

9.3 Discussion on Certificated/Classified Negotiation

Discussion only

9.4 Management Negotiation and Discussion

Discussion only

12. **Adjournment: 9:44 p.m.**

Minutes approved August 1, 2017

Tony Macedo, President

Greg Rice, Clerk

Stacey Bettencourt, Secretary

3. CONSENT CALENDAR: Action items:

3.2 Title III Plan - Title III, Part A is officially known as the Language Instruction for English Learner and Immigrant Students Act. Section 3102 lists the purpose of the law. The overarching purpose is to ensure that English learner (EL) students, including immigrant children and youth, attain English language proficiency and meet the same challenging state academic standards that other students are expected to meet.

Tipton Elementary School District Title III LEA Plan Performance Goal 2

All limited English Learner (EL) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

CDS Code: 54 72215 LEA Name: Tipton Elementary Title III Improvement Status: Year Year 4

Fiscal Year: 2017 EL Amount Eligibility: \$37,602 Immigrant Amount Eligibility: \$2,000

Plan to Provide Services for English Learner Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How the LEA will:

| | |
|----------------------------|--|
| A. Required Content | <p>Implement programs and activities in accordance with Title III:</p> <p>Bilingual instructional aides have been hired and trained to provide instruction and tutoring to ELs. The district will provide intervention programs using scientifically researched curriculum and methods. Supplemental materials and web based programs will be provided to intensify instruction and to make grade level core curriculum more accessible. Such materials include the EL components of textbooks, realia, visuals, manipulatives, Accelerated Reader, Lexia 5 etc. Additional professional development relative to ELs will be offered to administrators, teachers, paraprofessionals and parents.</p> |
| | <p>Use the subgrant funds to meet all accountability measures:</p> <p>Subgrant funding will be used to provide both certificated and classified instructional support to ensure that our EL students are receiving the supplemental and intervention instruction necessary to meet and exceed grade level standards. To provide materials in the primary languages of our immigrant students.</p> |

| | |
|--|--|
| | <p>Hold the school sites accountable:</p> <ul style="list-style-type: none">a) District will use CELDT and CAASPP scores to measure student performance.b) District will use state data to determine if students are reaching AMAO's. |
| | <p>Promote parental and community participation in programs for ELs:</p> <p>The school site notifies the parents/guardians in writing of their child's English and primary language proficiency assessment results and the program placement. The district provides full descriptions of the different educational program choices and of all the educational opportunities available to the student, as well as, descriptions of the educational materials to be used. We host several parent events and trainings throughout the year with the purpose of building community, sharing information, and building the capacity of all stakeholders. TeleParent was also implemented to improve school parent communication. In addition, the school website also provides information for parents and the community. In addition, the district has a functioning English-Learner Advisory Committee meeting all legal requirements. This committee also serves to facilitate the dissemination of information, program plans, and objectives to parents and the community.</p> |

| How the LEA will: | | Persons Involved/ Timeline | Related Expenditures | Estimated Cost | Funding Source |
|----------------------------|---|---|--|-----------------------|------------------------------|
| B. Required Content | <p>Provide high quality language instruction:</p> <ol style="list-style-type: none"> 1. The District provides high quality language instruction aimed at increasing English proficiency and academic achievement through: implementation of an EL and core curriculum that is standards based; quality staff development that addresses the needs of LEP students and the effective use of the texts and materials; teaching fidelity to the adopted standards based texts and materials; and regular and ongoing examination of pupil assessment data for improved and adjusted teaching. The district will provide training in the new ELD standards in order to better align our integrated and designated ELD instruction to the CSS. 2. Continuous monitoring of the instructional program by teachers and administrators. | Teachers, Instructional Aides, Principal 2017-2018 | Replacement texts, supplemental materials, substitutes for classroom Certificated and classified costs | \$17,000 | LCFF |
| | <p>Provide high quality professional development</p> <p>The district will provide professional development that is ongoing, continuous, and coordinated to reach specific state standards and/or ELD standards. This training will be provided for administrators, teachers, paraprofessionals, and parents/community members as appropriate. Such activities include county workshops, a wide range of in-services including state adopted curriculum, guest speakers, and conferences.</p> | Teachers, Instructional Aides, Principal 2017-2018 | Professional Development | \$20,000 | Educator Effectiveness Funds |

| | | | | | |
|-------------------------------|---|---|--|--|--|
| C. Required for Year 2 | <p>Goal 2 Improvement Plan Addendum* (IPA) for items A-B:</p> <p>Please describe the factors contributing to failure to meet desired accountability measures:</p> <p>The failure to meet our EL percent proficient or above on the 2010-2011 Math CST.</p> | | | | |
| | <p>Goal 2 IPA* for items A-B:</p> <p>Please describe the factors contributing to failure to meet desired accountability measures:</p> <p>The failure to meet our EL percent proficient or above on the 2012-2013 ELA CST.</p> | | | | |
| D. Required for Year 4 | <p>Please describe all required modifications to curriculum, program, and method of instruction.</p> | | | | |
| | <p>The district has implemented the research based Developmental Reading Assessment (DRA) as well as a guided reading program intended to differentiate instruction and meet the needs of each individual student, especially our EL population. The district has implemented the Teacher's College Writing Workshop units of study, which is a standards based writing program that allows teachers and instructional aides to work on the individual needs of each child. The district is implementing a data driven tiered reading as well as language intervention program to target struggling English learners, and accelerate their learning to meet grade level expectations.</p> | <p>Teachers, Instructional Aides, Principal 2017-2018</p> | <p>Instructional Aides</p> <p>Certificated Staff</p> | <p>\$200,000 \$15,000 \$89,000</p> <p>\$25,000</p> | <p>LCFF Title III LEP Title I</p> <p>Title III LEP</p> |

*Please ensure the Needs Assessment is submitted if LEA is in improvement status Year 2 or beyond

| LEAs receiving or planning to receive Title III EL funding may include allowable activities. | | Persons Involved/ Timeline | Related Expenditures | Estimated Cost | Funding Source |
|--|--|--|----------------------|----------------|----------------|
| E. Allowable Activities | Describe all allowable activities chosen by LEA relating to: Supplementary services as part of the language instruction program for EL students: Bilingual instructional aide support | Instructional Aide 2017-2018 | Instructional Aide | \$13,864 | Title III LEP |
| | Certificated support for implementation of cohesive intervention program for ELs. To monitor student performance to ensure that no student is left behind. | Certificated Staff 2017-2018 | Certificated Staff | \$23,128 | Title III LEP |
| F. EL Overall Budget | | EL 2% for Administrative/Indirect Costs: | | \$610 | |
| | | EL Estimated Costs Total: | | \$40,611 | |

Plan to Provide Services for Immigrant Students

| Please complete this table <u>IF</u> the LEA is receiving or planning to receive Title III Immigrant funding. | | Persons Involved/ Timeline | Related Expenditures | Estimated Cost | Funding Source |
|---|--|--|----------------------|----------------|----------------|
| G. Allowable Activities | Describe all allowable activities chosen by LEA relating to: Enhanced instructional opportunities to immigrant students and their families | Librarian Administration 2017-2018 | Books | \$2,000 | Title III Imm. |
| | Increase the availability of Spanish reading materials in our library for our immigrant students. | | | | |
| H. Immigrant Overall Budget | | Immigrant Administrative/Indirect Costs: | | \$40 | |
| | | Immigrant Estimated Costs Total: | | \$2,040 | |

3. CONSENT CALENDAR: Action items:

3.3 Agreement with TCOE for Health/School Nursing Services

| For TCOE Office Use | |
|---------------------|-------|
| Vendor # | _____ |
| Req. # | _____ |
| PO # | _____ |
| Contract # | _____ |

TCOE CONTRACT #:
180167

AGENCY AGREEMENT

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


ACCORDINGLY, IT IS AGREED:


1. **TERM:** This Agreement shall become effective as of August 1, 2017 and shall expire on June 30, 2018.
2. **SERVICES:** SUPERINTENDENT shall provide services as set forth: (See attached Exhibit for details. The Exhibit is made part of this Agreement by reference.)
Provide a qualified staff member(s) pursuant to Education Code section 44872, 44267.5 and 44877 to perform health/school nursing services including:
 - Conducting medical case finding, screening and referral activities related to health defects of pupils.
 - Referring parents of pupils needing medical care or welfare assistance to appropriate resources.
 - Conducting a program directed toward the control of communicable diseases in the school and community.
 - Serving as a health education resource person to staff and pupils.
3. **COST OF SERVICES:** DISTRICT agrees to pay SUPERINTENDENT the sum of **\$8,759.00** for **Health/School Nursing services for 10 days** as provided in this Agreement. Salary and benefits are estimated and will be adjusted to actual costs.
 - Pay all mileage directly to the staff member(s) for travel from the SUPERINTENDENT'S central office to the assigned areas and back to SUPERINTENDENT'S central office.
 - Allow staff member(s) time to attend professional conferences associated with the services provided to the DISTRICT.
4. **METHOD OF PAYMENT:** District agrees to pay SUPERINTENDENT for Health/School Nursing services as provided in this Agreement. Pursuant to Education Code section 1752, SUPERINTENDENT shall transfer this sum from the funds of DISTRICT to the County School Service Fund after **March 1, 2018**.
5. **INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

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

DISTRICT
Tipton School District
370 N. Evans
Tipton, CA 93272

SUPERINTENDENT
Craig Wheaton, Ed.D, Deputy Superintendent
Administrative Services
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: 
Date: 7-24-17

By: 
Date: JUL 13 2017

TCOE Program Information

Contact Person and Phone No.: Nan Arnold, Program Manager, (559) 651-0130 ext. 3710
Division: Instructional Services
Program Title: School Health Programs
Budget Number: 010-00040-0-000000-000000-86770-0-0-0

Please return an original copy to:

Tulare County Office of Education
Craig Wheaton, Ed.D, Deputy Superintendent/Administrative Svcs.
ATTN: Elizabeth Sisk, Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

3. CONSENT CALENDAR: Action items:

3.4 Agreement with TCOE for Family Service Worker Services

| For TCOE Office Use | |
|---------------------|-------|
| Vendor # | _____ |
| Req. # | _____ |
| PO # | _____ |
| Contract # | _____ |

TCOE CONTRACT #:
180178

AGENCY AGREEMENT

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

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of August 1, 2017 and shall expire on June 30, 2018.

2. **SERVICES:** SUPERINTENDENT shall provide services as set forth: (See attached Exhibit for details. The Exhibit is made part of this Agreement by reference.)
 Provide a qualified staff member(s) to perform Family Service Worker services including:
 - Identifying needs of students and families.
 - Making recommendations to remediate needs of students and families.
 - Providing student and family social work support to identified students and families.
 - Referring students and families to specialized support services to access services to remediate needs.
 - Communicating with families.
 - Maintaining appropriate records preserving a history of services provided to students and families.

3. **COST OF SERVICES:** DISTRICT agrees to pay SUPERINTENDENT the sum of **\$30,815.00** for **Family Service Worker services for 530 hours** as provided in this Agreement. Salary and benefits are estimated and will be adjusted to actual costs.
 - Pay all mileage directly to the staff member(s) for travel from the SUPERINTENDENT’S central office to the assigned areas and back to SUPERINTENDENT’S central office.

4. **METHOD OF PAYMENT:** District agrees to pay SUPERINTENDENT for **Family Service Worker services** as provided in this Agreement. Pursuant to Education Code section 1752, SUPERINTENDENT shall transfer this sum from the funds of DISTRICT to the County School Service Fund after **March 1, 2018**.


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


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

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

DISTRICT
Tipton School District
370 N. Evans
Tipton, CA 93272

SUPERINTENDENT
Craig Wheaton, Ed.D, Deputy Superintendent
Administrative Services
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: 
Date: 7-29-17

By: 
Date: JUL 13 2017

TCOE Program Information

Contact Person and Phone No.: Nan Arnold, Program Manager, (559) 651-0130 ext. 3710
Division: Instructional Services
Program Title: School Health Programs
Budget Number: 010-00047-0-000000-000000-86890-0-0-0

Please return an original copy to:

Tulare County Office of Education
Craig Wheaton, Ed.D, Deputy Superintendent/Administrative Svcs.
ATTN: Elizabeth Sisk, Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

3. CONSENT CALENDAR: Action items:

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

SCICON DAY TRIP AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2017 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Tipton Elementary** referred to as DISTRICT, with reference to the following:

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

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

ACCORDINGLY, IT IS AGREED:

1. **COST OF PROGRAM:** SCICON Day Trip Rate Schedule for the 2017-2018 school year.

| |
|--|
| Approximately <u>2</u> classes consisting of approximately <u>50</u> students DISTRICT shall pay COUNTY SUPERINTENDENT the sum of One Hundred dollars (\$100.00) per class for each day of participation in the instructional Program to be conducted at SCICON as the DISTRICT. No cost will accrue if reserved dates are cancelled or changed at least three (1) week in advance, or bad weather forces cancellation or postponement. |
|--|

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

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

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

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

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

Tipton Elementary SCHOOL DISTRICT
Date: 7-24-17

By: [Signature]
Title: Co-Superintendent

COUNTY SUPERINTENDENT
Date: July 13, 2017

By: [Signature]
Jim Vidak, Tulare County Superintendent of Schools or Designee

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

1. Provide transportation for its students and personnel to and from the Program.
2. Provide one teacher per class during the period that its students are in attendance at the Program.

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

1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

C. INSURANCE: COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

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

F. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between COUNTY SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

3. CONSENT CALENDAR: Action items:

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

SCICON WEEK TRIP AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2017 between the **Tulare County Superintendent of Schools**, referred to as COUNTY SUPERINTENDENT, and **Tipton Elementary School District**, referred to as DISTRICT, with reference to the following:

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

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

ACCORDINGLY, IT IS AGREED:

1. COST OF PROGRAM:

SCICON Week Trip Rate Schedule for the 2017-2018 school year:

| | | |
|--|--|--|
| \$ 50.00 | Per Teacher Rate | DISTRICT shall make full payment on or before June 30, 2018. |
| \$ 25.00 | Per High School Student Counselor Rate | |
| Per Student Rate: | | |
| Five (5)-day week | \$ 207.91 | Approximately <u> 0 </u> students (projected count) |
| Four (4)-day week | \$ 171.96 | Approximately <u> 76 </u> students (projected count) |
| DISTRICT shall pay the per-student rates based on the greater of: | | |
| a. 97% of the estimated number of students projected in May of the prior school year, or | | |
| b. the actual number of students in attendance. | | |

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

a. Require its teaching and counseling staff to cooperate with the COUNTY SUPERINTENDENT'S staff in necessary preplanning and post SCICON trip follow-up to ensure carrying out of the objectives of the Program.

b. Require that its students are equipped with suitable and necessary bedding, clothing, and supplies while attending the Program as set forth in the materials provided in the teacher's packet.

c. Furnish high school student counselors at the Program at a minimum ratio of one (1) counselor to every eight (8) students (1:8), in addition to the classroom teacher.

d. Notify the COUNTY SUPERINTENDENT of the number of students to attend SCICON three (3) weeks before the scheduled date of attendance.

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

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

b. Provide complete food services for students and staff during the periods they are attending the Program (Monday through Friday).

c. Provide a teacher's packet for each teacher prior to visitation. The packet will include instructions, maps, schedules, registration forms, clothing and equipment lists, etc.

SCHOOL DISTRICT

Tipton Elementary
Date: 7-29-17

By: [Signature]
Title: Co-Superintendent

COUNTY SUPERINTENDENT

Date: July 1, 2017

By: [Signature]
Jim Vidak, Tulare County Superintendent of Schools or Designee

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

1. Provide transportation for its students and personnel to and from the Program.
2. Provide one teacher per class during the period that its students are in attendance at the Program.
3. On occasion, a school district may request that an adult volunteer accompany their students to SCICON. If those volunteers will have unsupervised contact with students, then the requesting school district shall have the volunteer successfully pass a fingerprint criminal background check as well as obtain a tuberculosis clearance.

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

1. Provide the Program and classes in outdoor science, conservation, and environmental education pursuant to the requirements in Education Code § 8760 et seq., including coordination services.

C. INSURANCE: COUNTY SUPERINTENDENT and DISTRICT shall each provide adequate insurance coverage for its officers, employees, agents and students at and while traveling to and from said Program.

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

F. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between COUNTY SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

3. CONSENT CALENDAR: Action items:

3.7 Agreement with TCOE for Library Media Services

AGENCY AGREEMENT BETWEEN
TULARE COUNTY SUPERINTENDENT OF SCHOOLS
AND
TIPTON SCHOOL DISTRICT
FOR 2017-2018
LIBRARY MEDIA SERVICES

| | |
|-------------------------------------|-----------------------|
| TCOE OFFICE USE | |
| <input checked="" type="checkbox"/> | Supt. receiving funds |
| <input type="checkbox"/> | Supt. expending funds |
| Vendor # | |
| Req. # | |
| PO # | |

TCOE CONTRACT #:
180087

This agreement is entered into between Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and **Tipton School District**, referred to as DISTRICT/SCHOOL. SUPERINTENDENT supports disseminating successful practices to improve student achievement, including library instructional media resources and services. Therefore, DISTRICT/SCHOOL and SUPERINTENDENT mutually agree to the provisions described below.

1. **TERM.** This agreement shall be effective **July 1, 2017 – June 30, 2018**.
2. **FEE.** The fee shall be **\$5,118.75**
 - a. The fee is based on the Average Daily Attendance (ADA) **585** x \$8.75. The minimum agreement for a single school site with an ADA \leq 86 is \$750.
 - b. The agreement fee is due upon receipt of invoice and no later than February 2018. Tulare County public DISTRICTS/SCHOOLS authorize transfer to the County School Service Fund from DISTRICT/SCHOOL Instructional Funds. DISTRICT/SCHOOL will be contacted annually to renew access to services.
 - c. The following sites are covered by this agreement: **Tipton School (K-8)**.
3. **SERVICES.**
 - a. SUPERINTENDENT agrees to:
 - i. Provide online access to the Educational Resource Services Multimedia Portal. Resources, with correlations to the California Standards, include licensed video streaming, research and reference sources, eBooks (many with audio and/or visual enhancement), and curriculum builder, resource management, and differentiation tools.
 - (1) SUPERINTENDENT will provide each teacher and administrator with a username and password to the ERS Portal for access to online subscription content and to reserve materials. Each school will be provided with a generic student login, allowing students access to resources at school and at home.
 - (2) Annual on-site ERS Portal Presentations and information literacy training are available for DISTRICT/SCHOOL staff upon request.
 - ii. Provide circulating access to educational resource materials including print media, primary document reproductions, art prints, realia, and videos.
 - (1) Print media includes core and extended literature in English and Spanish, fiction, informational text, Big Books, and professional development titles.
 - (2) Small group and classroom book and multimedia kits are available, with the option of requesting a customized book/multimedia bundle.

- (3) In-person access to media at the ERS Library and Multimedia Center is available year round: Monday – Friday, 8:00am – 5:00pm (closed TCOE observed holidays).
 - (4) SUPERINTENDENT staff will deliver and pick up circulating materials when materials have been reserved or a pickup has been requested.
 - (a) DISTRICT/SCHOOL staff will reserve materials online, by phone, or in person prior to the scheduled delivery day.
 - (b) DISTRICT/SCHOOL staff will renew their checkouts or return circulating items to a centralized location and submit a pickup request by the due date.
- iii. Provide the services of the ERS Library Media Supervisor, a credentialed librarian and holder of the Library Media Teacher Services Credential, as “Librarian of Record” for any DISTRICT/SCHOOL that does not employ a credentialed librarian. Ed Code 44868 allows a DISTRICT/SCHOOL to employ non-credentialed personnel to assist in the provision of school library services, however these individuals do not supersede the Ed Code requirement that a credentialed librarian provide oversight of school library services. This agreement further fulfills the DISTRICT/SCHOOL’s obligation under Education Code, sections 18100 and 18120. A DISTRICT/SCHOOL is in compliance with the law when it contracts for library services with SUPERINTENDENT for the services of a credentialed librarian.
 - iv. Provide consultant services relative to the development of library programs, including library facility planning and training of library personnel in provision of library services. These include the use of digital resources, library management software training, and collection development.
 - (1) DISTRICT/SCHOOL will be invited to send library personnel from each contracting site to participate in the ERS Library & Multimedia Center’s bi-monthly Library Multimedia Network meetings dedicated to school library development, exploring technology and discovering how to best use the ERS Portal resources.
 - v. Provide technology consultation supporting DISTRICT/SCHOOL needs.
 - (1) One free Technology support day per contracting site (see Section 2c) may be used for training DISTRICT/SCHOOL personnel, for providing technology-focused professional development on curriculum implementation, and/or for consulting with DISTRICT/SCHOOL administration to assist with planning technology implementation.
 - (2) Technology support days will be allocated as follows: One (1) free day per contracting school site except for alternative education schools which shall be grouped together to receive one (1) free day.
 - vi. The Library and Multimedia Center’s Teacher Resource Center (TRC) will be open for extended hours beyond the classroom day to accommodate teaching schedules. The TRC sells supplies to make classroom materials. Contracting DISTRICT/SCHOOL staff may also bring their own supplies and use TRC equipment. Equipment includes laminators, Ellison and AccuCut dies, a poster printer, color and B&W photocopies. Contracting sites pay a reduced fee for printing, copying, and laminating.

- (1) The TRC sells pre-designed posters and ready-to-go packs of classroom support materials.
- (2) The TRC can print posters designed by teachers or the TRC staff can design posters and other materials to teacher specifications (at an additional fee for SUPERINTENDENT staff time).
- (3) TRC-made materials including posters, ready-to-go packs, and other classroom support materials can be delivered after completion on the next scheduled delivery day or by mail (postal shipping fee will apply).

b. DISTRICT/SCHOOL agrees to:

- i. Respond to SUPERINTENDENT'S email request to update the previous year's DISTRICT/SCHOOL staff list within a month of the start of the school year, for ERS Portal username and password assignments. Initial email will be sent by Sara Torabi; return all changes and updates to her at sara.torabi@tcoe.org. If you have additional questions about submission or format, please call 559-651-3031.
- ii. Reimburse SUPERINTENDENT for the replacement value of any item lost, destroyed, or stolen; and pay for repair costs for items damaged while in its possession.
- iii. Understand and acknowledge that copying of any materials owned or licensed by SUPERINTENDENT under this agreement is prohibited by Federal copyright laws. This includes, but is not limited to, videotaping, audio taping, and photocopying.
- iv. Contact Debra Lockwood, Library Media Supervisor, if there are any questions or concerns about the terms of this agreement at 559-651-3042 or debra.lockwood@tcoe.org.

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

5. CANCELLATION OF AGREEMENT. This agreement may be cancelled by SUPERINTENDENT and DISTRICT/SCHOOL if any of the conditions of this agreement are not completed.

6. SPECIAL PROVISIONS. SUPERINTENDENT shall comply with all laws, rules and regulations applicable to such work.

- a. SUPERINTENDENT acknowledges that the services provided by its employees may involve limited contact with students and, as such, each member of the team will have background checks pursuant to the Education Code.
- b. The Agreement may be amended by the mutual written consent of the parties hereto.

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

DISTRICT/SCHOOL

Miguel Guerrero, Ed.D, Superintendent
 Tipton School District
 370 N. Evans (PO Box 787)
 Tipton, CA 93272
 mguerrero@tipton.k12.ca.us

By Miguel A. Guerrero
 Date May 12, 2017

SUPERINTENDENT

Craig Wheaton, Ed.D.
 Deputy Superintendent, Administrative Services
 Tulare County Office of Education
 P.O. Box 5091
 Visalia, CA 93278-5091

By [Signature]
 Date JUN 12 2017

If this agreement meets with your approval, please sign and return via a scanned, emailed copy to sara.torabi@tcoe.org. If you would like a countersigned copy of the agreement returned to you, please indicate this in your correspondence.

ATTN: Sara Torabi
 Educational Resource Services
 Tulare County Office of Education
 7000 Doe Avenue, Suite A
 Visalia, CA 93291
 (559) 651-3031 office
 (559) 651-1012 fax

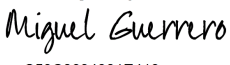
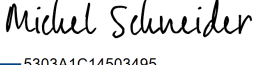
TCOE Contact: Debra Lockwood, 559-651-3042

Budget: 010-0-0-0-242000-86890 100%

FORM REVISED 3/22/17

3. CONSENT CALENDAR: Action items:

3.8 Agreement with Save the Children

| | |
|---|--|
| <p>SUB-AGREEMENT BY Save the Children Federation, Inc. TO Tipton Elementary School District 370 N. Evans Road Tipton, California 93272</p> | |
| 1. Project Name: Tipton Elementary | 2. Sub-award Number: 999001127 |
| 3. Sub-award Effective Date: 7/01/2017 | 4. Sub-award Expiration Date: 6/30/2018 |
| 5. Sub-recipient Contact Name and Information: Dr. Miguel Guerrero Superintendent mguerrero@tipton.k12.ca.us | 6. Save the Children Contact Name and Information: SaRonn Mitchell, Specialist, Early Steps to School Success Programs smitchell@savechildren.org |
| 7. Donor Comments: | |
| 8. Total Obligated Amount: \$90,322 | 9. Total Estimated Amount \$90,322 |
| <p>Save the Children Federation Inc. and Tipton Elementary School District hereby agree that the electronic signatures, as defined in the Electronic Signatures in Global and National Commerce Act of 2000 ("ESIGN") used in execution of this Agreement are legally binding and, as such, equivalent to traditional handwritten signatures under ESIGN and other applicable laws. Both Save the Children and Tipton Elementary School District further agree that the electronic signatures used in execution of this Agreement shall constitute an original for all purposes. Tipton Elementary School District agrees that it is solely responsible for maintaining security and confidentiality of its electronic signatures, and that it shall be solely responsible for all actions initiated under its electronic signatures.</p> <p>IN WITNESS WHEREOF, Save the Children Federation, Inc. and Sub-recipient have each caused this agreement to be executed on their behalf:</p> | |
| <p>10. Sub-recipient Authorized Representative:</p> <p>DocuSigned by: BY:  C53C2694981E419... Dr. Miguel Guerrero TITLE: Superintendent</p> <p>DATE: 6/5/2017</p> | <p>11. Save the Children Federation, Inc. Authorized Representative:</p> <p>DocuSigned by: BY:  5303A1C14503495... Michel Schneider TITLE: State Director</p> <p>DATE: 6/2/2017</p> |

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I Definitions and Scope of the Agreement

(a) In addition to any term which is defined in a Section of the Agreement, the following terms shall have the definitions provided below:

“Sub-award Effective Date” means the date specified as the start date in Section 3 of the Cover Sheet;

Sub-award Expiration Date” means the Implementation End Date or such later date on which all the rights and obligations of the Parties under the Agreement have been performed (other than under Section 6). See section 4 of the Cover Sheet;

“Budget” means the budget for the Project/Program(s) in Appendix 2 as varied or amended in accordance with Section 6;

“Current Obligated Funding Amount” means, at any time, the amount of the Sub-agreement funds which SCUS has paid and committed to pay the Sub-recipient at such time. This amount is stated in Section 8 of the Cover Sheet;

“Days” means calendar days

“Donor” means the entity specified as donor in Section 7 of the Cover Sheet (as applicably noted);

“External Partner” means a partner selected to implement the Project/Program(s) otherwise referred to as **“Sub-recipient”**;

“Sub-award” means the sub-award to be made by SCUS to the Sub-recipient on the terms set out in the Agreement;

“Implementation End Date” means the date specified as the Implementation End Date in Section 4 of the Cover Sheet;

“Project/Program(s)” means the project or program specified in Section 1 of the Cover Sheet and Appendix 1;

Total Sub-award Amount” means the total amount of the Sub-award specified in Section 8 of the Cover Sheet, including the total amount of any Current Obligated Funding Amount, if applicable;

“Year” means the period of 12 months beginning on the Agreement Start Date or any anniversary of the Agreement Start Date except that the final Year of the Agreement shall end on the Implementation End Date.

“Funder Applicable Cost Principles” means any cost principles dictated by the prime donor that must be flowed down to subrecipients.

(b) Purpose

The purpose of this Agreement is for Save the Children Federation, Inc. (hereinafter referred to as “SCUS”) to set out the rights and responsibilities of SCUS to **Tipton Elementary School District**, (hereinafter referred to as Sub-recipient), in relation to the Agreement and implementation of the Project/Program(s) at **Tipton Elementary**. It is agreed that the funding set forth in this agreement will be used exclusively for achievement of the Project/Program objectives.

(c) Total Sub-award Amount

SCUS shall make the Total Sub-award Amount in US Dollars available to the Sub-recipient at the times and upon the terms set out in this Agreement and subject to SCUS receiving the necessary funding.

(d) Current Obligated Funding Amount

If SCUS agrees to make a Current Obligated Funding Amount available to the Sub-recipient, SCUS shall make such payment to the Sub-recipient in upon the terms set out in this Agreement.

(e) Gifts-in-kind

SCUS is actively pursuing gift-in-kind contributions which may replace current obligated funding cash amounts included in the project budget. Should SCUS secure such contributions, they will be passed through to the partnering organization and the dollar amounts of said contributions will be removed from the current obligated funding cash amount of the project. SCUS will send a formal budget revision at that time.

2 Appendices

The following Appendices which are indicated in the boxes provided below shall form part of this Agreement:

Appendix 1 - Project / Program(s) plan and program documents

| | |
|-------------------------------------|--|
| | I.a. School Age Program Quality Standards |
| | I.b. Afterschool Program Component |
| | I.c. In-School Literacy Program Component |
| | I.d. Foster Grandparent Program Expectations |
| | I.e. SummerBoost Camp Program Component |
| | I.f. KinderBoost Program Component |
| <input checked="" type="checkbox"/> | I.g. Early Steps to School Success Program Component |
| | I.h. Sponsorship Program Expectations |
| | I.i. Sponsorship Basic Education Program Expectations |
| <input checked="" type="checkbox"/> | I.j. Data Use Agreement and Consent to Release Confidential Student Education Records (first year Sub-recipients only) |
| <input checked="" type="checkbox"/> | I.k. Technology System Requirements |
| <input checked="" type="checkbox"/> | I.l. Partner plan |

Appendix 2 - Project / Program(s) Budget

Appendix 3 – Save the Children Child Safeguarding Policy (as updated and revised from time to time)

Appendix 4 – Save the Children Zero-Tolerance Fraud Policy (as updated and revised from time to time)

Appendix 5 – Save the Children Social Media Policy (as updated and revised from time to time)

Appendix 6 – Save the Children General Expense Direct Deposit Authorization Form

3 Responsibilities of the Parties

(a) Roles and Responsibilities of SCUS

SCUS will:

- (i) Be legally and solely responsible to the Donor for the Project / Program(s) and be the sole Party in direct communication with the Donor;
- (ii) Transfer funds on time and otherwise in accordance with Section 4;
- (iii) Provide guidance and technical assistance for the Sub-recipient to implement the Project/ Program(s) as described in the Project / Program Plan (Appendix 1);
- (iv) Engage in other monitoring activities necessary to effectively oversee this sub-award which may include on-site visits to observe program activities, financial monitoring, periodic implementation meetings and other measures necessary to monitor activities under this sub-award. Sub-recipient programs will be periodically monitored through SCUS site visits to selected sites with a minimum of one week prior notification when possible. SCUS reserves the right to conduct unannounced site visits if it is deemed necessary to ensure program operations and effectiveness.

(b) Roles and Responsibilities of the Sub-recipient

The Sub-recipient will:

- (i) Be responsible for achieving the objectives of the Project / Program(s) as described in Appendix

- I, including planning, implementation, reporting and monitoring Project / Program(s) activities;
- (ii) Be responsible for the financial management and administration of the Project / Program(s), which shall be undertaken in observance with all applicable federal and state laws including 2CFR200 where applicable to relevant Sub-recipient organization type and in accordance with good management practice;
 - (iii) Report in writing to SCUS within 7 days of becoming aware of any of the following:
 - 01. Changes to the overall goal, objectives, or results set out in the Project / Program(s) Plan in Appendix I;
 - 02. Implementation delays of more than 30 days;
 - 03. Changes to the amount of the total Budget for the Project / Program(s);
 - 04. Budget variance of more than percentage/amount listed in section 4(a)(ii);
 - 05. Any other issues that would or could have a significant adverse impact on delivery of the Project / Program(s) or the reputation of SCUS.
 - (iv) Notify SCUS in the event of direct communication from the Donor and seek prior approval from SCUS for any resulting communication with the Donor;
 - (v) If and when required by SCUS, clearly state in all external communications, including printed material referring to the Project / Program(s), that it is funded by SCUS and/or the Donor. Additionally, any public notices or communications by the Sub-recipient to the public, and in particular to the mass media or any public forum whatsoever (including press, radio, television, cinema, internet, etc.) relating to this Subagreement shall be subject to prior authorization in writing by the SCUS. If SCUS authorizes the Sub-recipient to supply the public with information, the Sub-recipient shall ensure that such information is provided accurately. The Sub-recipient shall not use the names or logos of SCUS without the advance written consent of SCUS. The Sub-recipient shall not refer to its relationship with SCUS or to the Subagreement without SCUS's prior written approval.
 - (vi) Facilitate any visits from SCUS or the Donor in connection with this Agreement when required.

(c) Roles and Responsibilities of the Parties

During the implementation of the Project / Program(s) each of the Parties will avoid statements or actions which may, directly or indirectly, jeopardise the good name and reputation of the other Party.

4 Budget, Funds Transfers, and Financial Management

(a) Budget and Funding

(i) The Sub-recipient shall ensure that the Total Sub-award Amount including any Current Obligated Funding Amount will be used in accordance with the approved Project / Program(s) Budget (Appendix 2).

(ii) Please note that SCUS allows 10% line item flexibility within the total current obligated funding amount. This flexibility is allowed provided that any spending deviations from budget are only for the furtherance of implementation of program plans and not to supplement or supplant the existing or unforeseen costs of any of Sub-recipient's non-SCUS programs.

(iii) The **Total Estimated Amount** (shown on the cover page) is the total estimated amount of funds available for the work to be performed under this Agreement.

(iv) SCUS hereby obligates funds to the Sub-recipient up to the **Total Obligated Amount** indicated on the cover page. SCUS is not required to reimburse the Sub-recipient for any costs in excess of the Total Obligated Amount. SCUS expects to obligate additional increments up to the Total Estimated Cost, subject in all cases to the availability of funds.

(v) Upon acceptance of this Sub-award, SCUS shall make periodic payments to the Sub-recipient as detailed in the sections below. All payments to the Sub-recipient will be made by direct deposit or check in the name of the Sub-recipient as follows: **Tipton Elementary School District**.

Payments will be issued upon receipt of an acceptable financial report and generally within 30 days of receipt.

01. Sub-recipient will receive reimbursement payments as follows:

Sub-recipient will receive a reimbursement of expenses following the receipt of approved quarterly in-system financial reports.


Sub-recipient receiving quarterly reimbursements should submit quarterly in-system financial reports according to the reporting schedule outlined in Section 8(b) of this Agreement.

02. Sub-recipient will receive advance payments as follows:

Advance payments: SCUS will make four advance payments to the Sub-recipient based on the approximate installment amounts and criteria below. These advances will normally be made on a quarterly basis. Advances are to total no more than the Sub-recipient's quarterly cash requirements and will consider the balance of unspent funds from previous advances as evidenced by the Sub-recipient's quarterly in-system financial reports. An acceptable balance of funds for the Sub-recipient will be a reasonable amount or no more than 20% of total program funds received to date. This will allow smooth program operations while the quarterly in-system finance report and subsequent advance request is reconciled and reviewed. Total advances will not exceed 80% of the total sub-award amount.

| Payment Installment | Payment Amount | Requirements |
|-------------------------|--|--|
| 1 st Advance | 15% of total obligated amount | <ul style="list-style-type: none"> Signed agreement Certificate of liability insurance Copy of most recent fiscal year audit |
| 2 nd Advance | 20% of total obligated amount | <ul style="list-style-type: none"> 80% of cumulative funds received spent 1st quarter financial report |
| 3 rd Advance | 25% of total obligated amount | <ul style="list-style-type: none"> 80% of cumulative funds received spent 2nd quarter financial report |
| 4 th Advance | Up to 20% of total obligated amount; not to exceed 80% of the total obligated budget | <ul style="list-style-type: none"> 80% of cumulative funds received spent 3rd quarter financial report |
| Final Payment | Reimbursement up to 100% of total obligated amount | <ul style="list-style-type: none"> Project/program completed All reports/data submitted 4th quarter financial report Reimbursement of balance of obligated amount due based on actual, approved, allowable financial reported expenditures within the sub-award term. |

If Sub-recipient does not meet requirements for payments to be issued beyond the first advance, Sub-recipient may submit interim financial reports reflecting 80% of cumulative funds received have been spent in order for SCUS to release the next advance installment.

Initial: 
 Anthony Hernandez
 Finance Contact

(vi) Other Terms of Payment:

01. Accounting for payments: Advances shall be deposited by the Sub-recipient and maintained in a separate bank account unless the Sub-Sub-recipient utilizes a segregated fund accounting system that tracks funds by sub-award and is acceptable to SCUS. If the Sub-Sub-recipient does not have segregated fund accounting and a separate bank account is specifically excluded by

legislative authority, then funding will be provided on a cost reimbursement basis.

02. Unspent Balance: Any unspent balance of funds at the completion date of the agreement must be refunded back to SCUS and should be submitted along with the final in-system financial report.

(vii) The Sub-recipient shall ensure that any amendments to the Budget are in accordance with Section 6 of this Agreement.

(b) Under-spending and Implementation Delays

(i) At the midpoint of the project, SCUS will work with Sub-recipient to assess spending and determine any budget changes that may be needed in order to ensure no more or less than adequate funding is obligated to support the Project. Any significant underspending that cannot be utilized for the remaining Project deliverables will likely be reduced from the obligated budget through an amendment agreed between SCUS and the Sub-recipient.

(ii) If there are implementation delays of more than 90 days to the Project/Program Plan, SCUS reserves the right to delay the transfer of funds by the delay period, unless otherwise agreed between SCUS and the Sub-recipient.

(c) Return of unused funds

(i) Except with prior agreement of SCUS, funds transferred to the Sub-recipient that have not been spent at the Implementation End Date are to be repaid in US Dollars and submitted to SCUS along with the final financial report.

(ii) Should the Sub-recipient cease operations, the Sub-recipient shall ensure that before such operations cease arrangements are in place for all unspent sub-award funds originating from SCUS to be repaid to SCUS and that such payment shall take place within 30 days of SCUS providing bank details for that purpose.

(d) Financial Management

The Sub-recipient is responsible for all matters relating to the budgeting and utilization of the sub-award funds disbursed by SCUS to the Project / Program(s) and the Sub-recipient will ensure that:

- (i) a qualified person is handling the day-to-day management of funds and book-keeping;
- (ii) all bank and other financial transactions related to this Sub-award are tracked and reported in a transparent manner including to enable all expenditure of Sub-award funds to be isolated, identified and accounted for;
- (iii) accurate records of account of the Sub-award funds are kept in accordance with Sub-recipient accounting policies;
- (iv) any interest earned on Sub-award funds are required to be returned to SCUS and;
- (v) expenses are specified in the Sub-recipient's account books in at least the same level of detail as such expenses appear in the Budget so that the accounts are reported and verifiable against the Budget.

5 Cost Share

This Sub-award is subject to the following cost sharing requirement:

CHECK AS APPROPRIATE

The budget for this Sub-award **INCLUDES** Cost Sharing. As per budget attached, Sub-recipient agrees to contribute **\$5,036** to the project. It is expected that Sub-recipient make every effort to meet this cost share amount during project implementation. SCUS

recommends that Sub-recipient track and document this contribution for their internal purposes, however is not required to report this to SCUS.

The budget for this sub-award **DOES NOT INCLUDE** Cost Sharing.

IMPORTANT NOTE: SCUS must be notified of any changes to sub-recipient cost share commitment.

6 Amendments

If the proposed amendment extends the duration of the Project / Program(s) or increases the total amount of the Budget, the Sub-recipient will submit, no later than 90 days before the Implementation End Date, a written request to SCUS including the reasons for the extension or increase, together with a revised Project / Program(s) Plan (Appendix 1) and Budget (Appendix 2). Such amendment will be considered approved by both Parties upon SCUS issuing its approval in writing. If an amendment is initiated by SCUS, the amendment will be considered approved when executed by both parties.

(ii) The parties acknowledge that the Budget may be revised from time to time and otherwise by the Parties in the ordinary course of implementation of the Project/Program(s). Changes to the Budget require the prior approval in writing of SCUS.

Budget amendments are typically recommended although not limited to when the following conditions apply:

01. total sub-award budget is projected to be overspent;
02. projected underspend of the total budget that is greater than 5% underspent;
03. line item changes that are greater than 10% of the total budget.

In the event that there is a modification to the total amount of this sub-award, a revised budget must be submitted for SCUS approval.

7 Audit and Record Retention

(a) Audit

This sub-award requires the submission of a copy of Sub-recipient's audit that encompasses SCUS funds at the end of the sub-award. If the Sub-recipient does not have a regular annual audit, then the sub-award is subject to a project-specific, external audit at the end of the Project. The audit must be conducted by an external audit firm approved by SCUS. If the Sub-recipient must have a project-specific audit to meet this requirement, audit fees are allowable costs under SCUS sub-awards. The Sub-recipient may request additional funds to cover audit fees which will likely result in a budget revision and sub-award modification. In addition to reviewing submitted audit, SCUS finance staff will complete in-person or remote financial monitoring to review documentation supporting reported expenditures.

(b) Financial Records

The Sub-recipient hereby agrees to record, classify and report all Sub-award financed costs in separate and segregated sub-award-specific financial accounts. The ledger and journal system must meet generally accepted accounting standards. The Sub-recipient shall maintain complete records of all costs charged to the sub-award for a period of seven years after the expiration of the award and make such records available to SCUS or its representatives for review at any time. The Sub-recipient shall document that responsible steps were taken to ensure that all purchases charged to the award are at reasonable prices and from reasonable sources.

(c) Inspection

SCUS or any of their authorized representatives, must have the right of access to any documents,

03. The format of the financial report must include the following items:
- a. Budget column with program costs, line item account codes, and subtotals of program expenses (for example a sub total for In-school and a sub total for Afterschool). The financial report budget should reflect the same line items and amounts as indicated in the attached budget. The in-system report should clearly identify the line item categories within program costs that are reflected in the budget.
 - b. Actual period expenditures column that corresponds to the applicable program costs, account codes and subtotals as per line item listed in the attached budget.
 - c. Cumulative (YTD) expenditures column that corresponds to the applicable program costs, account codes and subtotals as per line items included in the attached budget.
 - d. Balance remaining by program cost, account code and subtotal as per line items listed in the attached budget.
 - e. Reconciliation of program funds summary: Program funds received Less: Actual cumulative expenditures Equals: Program funds remaining

04. Signed and dated: All financial reports must be signed and dated by the following individuals depending on the fiscal agent managing this sub-award for your school:

Board of Education: Finance Officer and the school Superintendent

Community Based Organizations: Lead Finance Staff (or CPA if applicable) and Board President.

Other Organization: Lead Finance Staff (or CPA if applicable) and Authorized Institutional Representative

05. Reports are to be submitted via SCUS online partner reporting system. SCUS Finance Contact is as follows:

Jeremy Byrd
Finance Manager
jbyrd@savechildren.org

(c) Other reporting

Interim financial and/or program progress reports may be requested by SCUS to meet the reporting requirements of funding source(s) supporting this Sub-award. SCUS will make every effort to provide sufficient notice to the Sub-recipient in the event that interim reporting is required.

9 General Procedures

(a) Timesheets

All salaries charged to this award are made against timesheets showing the actual time spent working on Project activities. Acceptable timekeeping practices should at minimum identify time worked on SCUS funded activities separate from other sources, time spent on specific program components in alignment with the approved budget and be approved by Sub-recipient employee's supervisor. Personnel costs reflected in financial reports that are found to be unsupported by supervisor approved timesheets by the Sub-recipient could result in disallowed costs by SCUS.

(b) Student Data

The Sub-recipient must provide access to student data for all children benefitting from SCUS programs to SCUS, including program enrollment information such as student name, student date of birth, address, home and emergency contact numbers, parent names, parent date(s) of birth, additional specific demographic information (such as race, gender, ethnicity, benefits information, etc. depending on the program(s) being implemented) as well as program participation details such as program attendance and activity data ("Student Data"). Except as expressly provided herein, the Sub-recipient is responsible for acquiring lawfully valid permissions regarding confidentiality of student data from student parents or legal guardians as necessary, which it will make available to SCUS upon request. First year sites implementing SCUS Literacy programs utilizing Renaissance

Learning's ("RL") Renaissance Place ("RP") Accelerated Reader and STAR Reading assessments for monitoring and evaluation that are also the first in their School District to work with SCUS, must have their District Superintendent (or their authorized representative) sign attachment I(g) "Data Use Agreement and Consent to Release Confidential Student Education Records" ("RL Data Use Agreement"). The RL Data Use Agreement authorized Renaissance Learning to transmit the RP student assessment records to SCUS for partner sites implementing SCUS Literacy programs. The terms of this Agreement are subject to and supplemented by the terms and conditions of the applicable RL Data Use Agreement signed by the Sub-recipient's District Superintendent. SCUS will only use or share Student Data that identifies a person, either directly or indirectly ("Identifiable Student Data") in order to fulfill its obligations and responsibilities under this Agreement or to evaluate the effectiveness of its programs, and will not otherwise share, distribute, or disseminate Identifiable Student Data to any third party, except as it deems necessary to comply with any applicable law, regulation, or government request required by law. If SCUS becomes legally compelled to disclose Identifiable Student Data, SCUS will provide the relevant school with notice, if legally permissible, and will use its best efforts to assist the school and parents to obtain a protective order or other appropriate remedy. SCUS may use de-identified Student Data to improve its services and further its mission to help children.

(c) Limitation of Liability

(i) The liability of SCUS is limited as it pertains to the following:

(a) Any third party claims, losses and expenses that may arise from Sub-recipients negligence, recklessness or intentional act or omission that is related to or in connection with this Agreement;

(b) Compensation for the death, disability, or other hazards which may be suffered by the employees, vendors, agents or other representatives of arising from performance in connection with this Agreement; and/or

(c) Any expenditure incurred by Sub-recipient in excess of its contribution as specified in this Agreement.

(ii) SCUS has no obligation to provide other or additional support to the Sub-recipient for implementation of the current program or for any other purposes. This provision shall survive the termination of this Agreement.

(d) Applicable Laws and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Except as provided in this Paragraph, the parties shall settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, by binding arbitration in Connecticut. Either party to this Agreement may initiate arbitration by serving notice on the other parties of an intent to arbitrate. The notice shall specify with particularity the claims or issues that are to be arbitrated. Within ten (10) days of sending the notice to all parties, the party initiating the process shall obtain a list of available arbitrators from the local office of the American Arbitration Associations ("AAA") and shall provide the list to the other parties. The parties shall select a mutually acceptable arbitrator within ten (10) days of receiving the list, and in the event the parties are unable to agree on an arbitrator within ten (10) days, any party may petition the Presiding Judge of the Superior Court to select a single arbitrator from the AAA list. The parties shall have the discovery rights available under Connecticut's civil procedural rules, except that all discovery must be concluded within 60 days of the selection of an arbitrator and the arbitration hearing must be concluded within 30 days of the close of discovery. The hearing will be conducted in accordance with Connecticut rules of evidence. The arbitrator's final decision shall be rendered within thirty (30) days of the final hearing day. Judgment upon the arbitrator's final award may be entered in any court having jurisdiction thereof. The parties shall bear in equal shares the arbitrator's fees and costs. The prevailing party in the arbitration shall be awarded its reasonable attorney's fees and all costs, other than the arbitrator's fees and costs. The foregoing notwithstanding, any dispute arising from or in connection with the use of trademarks and/or other intellectual property may be brought

before a Connecticut court of competent jurisdiction, and the party seeking such action shall be entitled to seek injunctive or other equitable relief. For the purposes of seeking equitable relief hereunder, the parties agree that the trademarks and other intellectual property have significant intrinsic and monetary value and injury by infringement or improper use would be irreparable, without the need to show inadequate monetary or other remedy at law.

(i) In performing its obligations and exercising its rights under the Subagreement, Subrecipient shall fully comply with all applicable law (including without limitation all statutes, decrees, ordinances, administrative orders, rules, regulations, and other mandatory directives, policies, and instructions with binding legal effect), in the United States.

(ii) Compliance costs are eligible for reimbursement under the Subagreement if they are (1) included in the Budget, and (2) comply with the Funder Applicable Cost Principles or requirements as well as any other pertinent Subagreement provision(s). However, the Subrecipient is solely responsible, without reimbursement under the Subagreement, for all costs, risks, damages, and other liability incurred by it as a result of its failure to comply with the applicable law.

(e) No Joint Venture; Independent Contractor; Sub-recipient Personnel

(i) Nothing in this Agreement shall be deemed to create a joint venture, agency or partnership between the Parties and the employees of one shall not be deemed to be employees of the other.

(ii) The Parties are independent contractors with respect to each other and neither Party shall have the power to obligate or bind the other, except as specifically provided in this Agreement.

(iii) Sub-recipient personnel shall at all times be under the Sub-recipient's sole supervision, direction and control, and shall not be deemed as SCUS personnel for any purpose. Any job descriptions, employment contracts, letters or job offers should identify positions as that of the Sub-recipient and not SCUS. The Sub-recipient is solely responsible for payment of all wages, salaries, and other amounts due or to become due to such personnel in connection with the Subagreement and for all reports and obligations to social security, income tax withholding, unemployment compensation, worker's compensation, and the like. The Sub-recipient shall indemnify and hold SCUS harmless against any claim or liability (including, without limitation, fines, penalties and reasonable attorney's and expert consultant fees and costs) resulting from the Sub-recipient's failure to comply with the provisions of this Article.

(f) Confidentiality

"Confidential Information" means written, graphic or pictorial non-public information (in any medium) and designated by the disclosing Party as being confidential or any other information, whether written, oral or observed, which under the given circumstances would reasonably be understood by the receiving Party to be confidential. Both Parties acknowledge that any information obtained in performing this Agreement regarding the operation of a Party or its products, services, policies, systems, programs, procedures, donor relations, beneficiary information or any other aspect of its business, is Confidential Information. Both Parties will hold such Confidential Information secret and will not

(i) Use such Confidential Information for any purpose other than performance of this Agreement or

(ii) Disclose such Confidential Information, directly or indirectly, to any other person, without in each instance the prior written consent of the other Party.

(g) Prohibition Against Terrorist Financing

The Sub-recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the legal responsibility of the Sub-recipient to ensure compliance with these Executive Orders and laws.

The Sub-recipient, the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts. The Sub-recipient must notify SCUS immediately, in the event that it becomes aware that a Partner individual or entity is in violation of this condition.

The following steps may enable the Sub-recipient to comply with its obligations:

(i) Before providing any material support or resources to an individual or entity, the Sub-recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/tl1sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

(ii) Before providing any material support or resources to an individual or entity, the Sub-recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

(iii) Before providing any material support or resources to an individual or entity, the Sub-recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

(iv) The Sub-recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(v) The Sub-recipient may be asked on a semi-annual basis to update the compliance information originally provided during the pre-award phase of the partnership. Information needed for the compliance check is subject to change and SCUS will notify all Sub-recipients as early as possible regarding any such changes.

(h) Child Safeguarding Policy

The Sub-recipient has read and will comply with SCUS's Child Safeguarding Policy (Appendix 3)

If you see or hear something you believe is violation of SCUS's Child Safety Policy share your concern by reporting it to your Program Specialist (cover sheet section 5). If you do not feel comfortable speaking with Program Specialist, you may report anonymously:

Phone toll-free within the US: 1-844-287-1892

Fax: 1-475-999-3293

Web: Savethechildren.ethicspoint.com

Or by mail addressed to: Assistant General Counsel - Compliance, 501 Kings Highway East, Suite 400, Fairfield, CT 06825

Initial: _____

Dr. Miguel Guerrero, Superintendent

(i) Zero-tolerance Fraud Policy

The Sub-recipient agrees to abide by the SCUS Zero-Tolerance Fraud Policy (Appendix 4), and is

required to reimburse SCUS for any liabilities associated with fraud committed by the sub-Sub-recipient. All sub-recipient staff should be informed of this policy.

If you see or hear something you believe is violation of SCUS's Zero-tolerance Fraud Policy share your concern by reporting it to your Finance Contact (section 8(b)(5)). If you do not feel comfortable speaking with Finance Contact, :

Phone toll-free within the US: 1-844-287-1892

Fax: 1-475-999-3293

Web: Savethechildren.ethicspoint.com

Or by mail addressed to: Compliance Officer, 2000 L St. NW, Suite 500, Washington, DC

20036

^{DS}


Initial: _____

Dr. Miguel Guerrero, Superintendent

(j) Social Media Policy

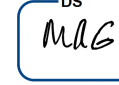
The Sub-recipient agrees to abide by the SCUS Social Media Policy (Appendix 5), and all sub-recipient staff should be informed of this policy.

If you see or hear something you believe is violation of SCUS's Social Media Policy share your concern by reporting it to your manager or contact the Ethics Hotline:

Phone toll-free within the US: 1-844-287-1892

Fax: 1-475-999-3293

Web: ^{DS}Savethechildren.ethicspoint.com



Initial: _____

Dr. Miguel Guerrero, Superintendent

(k) Intellectual Property Ownership and Use

(i) Definitions:

- (01) **"Pre-existing Materials"** shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes, other materials and intellectual properties, proprietary information, know-how and/or trade secrets fixed in writing or other tangible media developed by Sub-recipient separate and apart from this Sub-award.
- (02) **"Third Party Materials"** shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes and any other materials and intellectual properties fixed in writing or other tangible media developed separate and apart from this Agreement and owned by or exclusively licensed to a third party.
- (03) **"Work Product"** shall be defined as all data, reports, curricula, specifications, outlines, drafts, software, pictures, photographs, videotapes and any other materials and intellectual properties fixed in writing or other tangible media first developed under this Agreement.

(ii) Incorporating Third Party Materials: Sub-recipient shall not incorporate any Third Party Materials that include a copyright or exclusive licensing notice in favor of a third party into any Work Product, unless Sub-recipient identifies such Third Party Materials and any limitations and Sub-recipient acquires a world-wide, royalty-free license to copy, use, publish and reproduce such Third Party Materials to the extent necessary for Sub-recipient and SCUS to exercise their rights in the Work Product.

(iii) Ownership of Work Product: Sub-recipient shall be the sole and exclusive owner of the Work Product, including all rights and interests that may qualify for protection under the laws of

copyright. The Work Product will acknowledge SCUS as contributing to the development of the Work Product.

(iv) License of Work Product and Pre-existing Materials Incorporated in Work Product: (a) Sub-recipient hereby grants a royalty free, irrevocable, non-exclusive, world-wide license to SCUS, and to receive, copy, use but not alter to the extent that a derivative work is created, publish and reproduce the Work Product. (b) To the extent Sub-recipient incorporates any Pre-existing Materials into the Work Product, Sub-recipient further grants SCUS, as applicable, a royalty free, irrevocable, non-exclusive license to receive, copy, use but not alter to the extent that a derivative work is created, publish and reproduce the Pre-existing Materials as incorporated in the Work Product. Sub-recipient shall be acknowledged as the owner of the Pre-existing Materials as appropriate.

(v) Specific Indemnity by Sub-recipient: Sub-recipient will comply with all applicable laws and regulations concerning copyright and trademark in the development of Work Product under this Agreement. Sub-recipient hereby indemnifies and holds SCUS harmless for any losses, claims, damages, liabilities and related expenses, including counsel fees, incurred by or asserted against SCUS arising by virtue of Sub-recipient's reckless or intentional infringement of any applicable law or regulation concerning copyright and trademark.

(vi) Photo: A photograph of a person involves three rights: the ownership of the photograph (generally held by the photographer), the right to reproduce that photograph (often held through agreement by the employer or contractor of the photographer), and the privacy interest of the persons in the photographs (always held by those persons unless expressly released in writing, or waived by virtue of being engaged in a public activity or being a public/famous person). Use of photographs for which consent has not been obtained fails to respect the rights of the individuals being served and exposes SCUS and Sub-recipient to liability for breach of privacy rights. Each Party will obtain appropriate documentation of consent and release from the photographer, and/or the non-public persons in non-public settings, or of a parent or guardian if persons are minors before publishing photos in reports or materials generated under this Agreement.

(l) Order of Precedence:

In the event of a conflict or inconsistency between provisions of this Sub-agreement, the conflict or inconsistency will be resolved by giving precedence in the following order:

- (i) Funder Terms and Conditions
- (ii) SCUS Terms and Conditions
- (iii) Program Budget
- (iv) Program Plan

(m) Prior Approvals

(i) Any changes to the terms and conditions of the sub-agreement must be in writing and agreed upon by both parties (sub-recipient and SCUS authorized representatives).

(ii) The Sub-recipient shall not enter into any sub-award agreement without the prior written authorization and approval of SCUS.

(n) Insurance

Insurance

A) The Sub-recipient is solely responsible for all applicable taxes, benefits, worker's compensation insurance or equivalent, health insurance, all risk property insurance and a comprehensive general liability insurance with financially sound and reputable insurance companies, and other insurance as required under the applicable laws and naming SCUS as an additional insured. A copy of this Certificate is to be sent to SCUS as described in the cover letter of this sub-award.

B) The Sub-recipient warrants that it shall obtain and maintain adequate insurances against all risks in respect of any property and any equipment used for the execution of this Subagreement.

C) The Sub-recipient shall be solely liable for the loss or theft of, or damage to, any and all items purchased with Subagreement funds (including items in the possession of its lower-tier Sub-recipients), and, as soon as reasonably practicable after any such loss, theft or damage, shall replace such items at its own expense in compliance with the procurement requirements set forth below in Article 7 (Procurement). In addition, the Sub-recipient shall be solely liable for the loss or theft of any Subagreement funds held in cash by the Subagreement or any of its agents or lower-tier Subrecipients and shall have no recourse to SCUS or the Funder for any such loss or theft.

(o) Conflict of Interest

SCUS requires that all conflicts of interest involving employees (or the families of employees) must be disclosed in writing to the Program Specialist cover sheet section 5) .

Some examples of conflicts of interest:

- 01. When an employee or family member has a connection to, or significant financial interest in, another party which does or seeks to do business with SCUS.
- 02. When an employee engages in an independent business venture or works for another organization in a way that prevents the employee from devoting the time and effort to SCUS required by his or her position.
- 03. When an employee diverts a business opportunity of SCUS to another person or organization.
- 04. When an employee participates in an employment-related decision regarding a family member or other person with whom the employee has a close personal relationship.

Conflicts of interest:

- 01. Must be reported promptly and in writing to the Program Specialist; and
- 02. You must not take part in decisions related to the transaction. (If you are in doubt about a potential conflict, speak with your Program Specialist.)



Initial: _____

Dr. Miguel Guerrero, Superintendent

(p) Procurement

The procurement requirements of this sub-award require that Sub-recipients follow their organizations policies and procedures for vendor selection and purchasing based on the Sub-recipient Organization defined requirements. SCUS in no way imposes procurement requirements on Sub-recipients that are not in support of the Sub-recipients policies and procedures.

(i) In the event that the Sub-recipient Organization does not have an established Procurement Policy, SCUS requires that procurement of goods and services of single transactions costing more than \$1,000 be supported by documentation of at least three written bids from potential vendors and a written statement by the Sub-recipient listing the reasons for selecting the chosen supplier of such goods or services. Exceptions to this requirement are if the chosen supplier is approved by SCUS.

(ii) **IMPORTANT NOTE:** Procurement of program materials and computers per the budget attached are encouraged to be purchased within the first 3 and no later than the first 6 months of programming as these items are to be available to the program participants (students) for this sub-award period. Failure to complete the procurement of these goods in a timely manner will likely result in the deduction of those funds from this Sub-award by SCUS which will include a budget revision and sub-award modification.

(iii) **IMPORTANT NOTE:** Because of the crucial nature of these staff positions, Literacy, Healthy

Choices, and Early Steps to School Success Coordinators as applicable and as listed in the Program Plan (Appendix 1) and budget (Appendix 2) must be formally employed by the Sub-recipient as close as feasibly possible to the sub-award start date. Any cost savings due to the time lag in hiring these staff positions will likely result in the deduction of funds from this Sub-award by SCUS in the amount of budgeted funds per day not worked which will include a budget revision and sub-award modification.

(iv) **IMPORTANT NOTE:** This sub-award should not be used to fund the purchase of capital assets with a value of \$5,000 or greater.

(v) **IMPORTANT NOTE:** Because of the high level of accountability, any procurement and resulting expenditure towards this sub-award that is deemed to be inappropriate according to the Program Plan, budget, and/or generally accepted accounting principles will result in the deduction of those funds from this Sub-award by SCUS which will require reclassification of such expenditures from the SCUS sub-award and documentation in support of the accounting adjustment.

(q) Representations and Warranties

The Sub-recipient represents and warrants that: (i) it is authorized and has the right and ability to undertake the obligations as set forth in this Subagreement;(ii) it is properly registered in all jurisdictions as may be required to perform its obligations under this Subagreement; (iii) it fully complies with Executive Order 13224 - BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM.

(q) Indemnification

Sub-recipient shall hold harmless and indemnify SCUS and its directors, officers, agents and employees from and against all causes of action, losses, claims, liabilities, damages (including but not limited to costs, reasonable attorneys' fees, and amounts paid in reasonable settlement thereof) which arise or are alleged to arise as a result of the negligent acts, errors or omissions or willful misconduct of Sub-recipient, its directors, officers, agents or employees. Additionally, the Sub-recipient shall indemnify and hold harmless SCUS for and from all costs, risks, delays, losses, damages and other liability incurred by SCUS due to the Sub-recipient's noncompliance with such laws or failure to secure such licenses, permits, and other approvals. This paragraph shall survive the expiration or termination of this Agreement for a period equal to the running of any applicable statute of limitations, including all tolling periods.

10 Title, Use, and Disposition of Property

Title shall vest with the Sub-recipient for purchase made under this award.

11 Remedies for Non-Compliance

If the Sub-recipient fails to comply with applicable statutes, regulations or the terms and conditions of this award, SCUS may impose additional conditions, as described below in Section 12 "Specific Conditions." If SCUS determines that noncompliance cannot be remedied by imposing additional conditions, SCUS may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate this award.
- (d) Take other remedies that may be legally available.

12 Specific Conditions

(a) SCUS entity may impose additional specific award conditions as needed, in accordance with paragraphs (b) and (c) of this section, under the following circumstances:

- (1) When a Sub-recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
- (2) When a Sub-recipient fails to meet expected performance goals contained in the award;
- or
- (3) When a Sub-recipient is not otherwise responsible.

(b) These additional award conditions may include items such as the following:

- (1) Requiring payments as reimbursements rather than advance payments;
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- (3) Requiring additional, more detailed financial reports;
- (4) Requiring additional project monitoring;
- (5) Requiring the sub-recipient to obtain technical or management assistance; or
- (6) Establishing additional prior approvals.

(c) SCUS will notify the Sub-recipient as to:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable, and
- (5) The method for requesting reconsideration of the additional requirements imposed.

(d) Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.

13 Termination

(a) Termination by SCUS

SCUS may unilaterally terminate this Agreement at any time, in whole or in part, for any of the following reasons:

- (i) Sub-recipient material noncompliance; or
- (ii) the Sub-recipient's financial insolvency, bankruptcy, assignment in favor of creditors, or similar or comparable status; or
- (iii) Donor termination or non-funding of all or part of SCUS Award with the Donor.

(b) Mutual Termination

The Parties may mutually agree to terminate the Agreement at any time, in whole or in part, upon such terms and conditions as may be agreed between them.

(c) Terms of Termination

(i) Termination shall be effected by written notice to the terminated Party. The notice shall identify the basis for termination, the reason(s) therefore, the effective date of the action, a statement identifying which part (or all) of the remainder of the Agreement Term or the program activities is terminated, and procedures and standards, as appropriate, for phasedown costs and submission of final invoices.

(ii) The termination shall be effective on the date stated in the notice.

(iii) Unless otherwise stated in the termination notice, or as otherwise approved on a case by case basis, SCUS shall not be obligated to reimburse the Sub-recipient for any expenses incurred after the termination effective date. The Sub-recipient shall, with due regard to economy, effect an expeditious but orderly phasedown of program activities and implementation efforts. Reasonable phasedown costs will be reimbursed. Notwithstanding termination, SCUS's obligation to reimburse termination costs under this Article shall in all respects be subject to funding from the Funder and, if required, Funder approval.

(d) Force Majeure

Any delay or failure of required obligations by the Sub-recipient, shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, or other causes beyond the reasonable control of the Sub-recipient.

If the Sub-recipient asserts Force Majeure as an excuse for failure to perform their obligations, then the Sub-recipient must:

- (i) Notify SCUS of the likelihood or actual occurrence of an event described in this clause;
- (ii) prove that reasonable steps were undertaken to minimize delay or damages caused by foreseeable events; and
- (iii) fulfill all non-excused obligations.

Upon review of the Sub-recipient's notice, SCUS shall determine whether the term of the Agreement shall be extended for a reasonable time period to complete activities interrupted by the delays or whether the Subagreement shall be terminated without further liability to either party.

(e) Duties Upon of Termination

Upon Sub-recipient's written request, SCUS will return or destroy all Identifiable Student Data within its possession or control, unless it is required to be retained pursuant to applicable law, or it is impracticable to delete because it is held electronically in archive or back-up systems in accordance with general systems archiving or backup policies and remains subject to the confidentiality obligations in this Agreement.

14 Assignment

The Sub-recipient shall not assign, transfer, subcontract, subaward, or attempt to do any of the foregoing, except for the following types of general support services: communication, translation, photocopying of documents or similar services, without the prior written consent of SCUS (absent which such action or attempted action shall have no effect as against SCUS).

15 Severability

If any provision of this Subagreement is deemed by any court of competent jurisdiction to be void, voidable, invalid or unenforceable for any reason, the remainder of the provisions shall not be affected and shall remain valid and enforceable.

16 Non-Waiver

Failure by SCUS to insist upon strict compliance with any provision of this Subagreement shall not be deemed to be a waiver or relinquishment of, or otherwise to affect or modify, any of SCUS's rights or Sub-recipient's duties hereunder, nor shall any waiver or relinquishment of any such right or duty in one case be construed as a waiver or relinquishment in another case.

Attachment 2-Scope of Work and Additional Partnership Requirements
Save the Children Subgrant Agreement

**Save the Children Program Component
Early Childhood Development**

Early Steps to School Success (ESSS) Expectations:

Partner and Save the Children Responsibilities:

- To achieve the following goals of ESSS:
 - 1) Children will enter school with the skills necessary for school success.
 - 2) Parents will have the skills and knowledge to support their children's education.
 - 3) Home/school connections will be strong.
 - 4) Early childhood knowledge and skills in the community will be increased.

- To meet the ESSS program objectives:
 - 1) Parents and children together will participate in Early Steps from pregnancy or early enrollment, until the child enters kindergarten.
 - 2) Parents will develop knowledge and skills in promoting their child's early development with a special emphasis on social/emotional development and early literacy and language development.
 - 3) Parents will read to their children on a daily basis.
 - 4) Parents will participate in school-based activities.
 - 5) School activities and Early Steps activities will be linked.
 - 6) Early Steps staff will have early childhood knowledge and demonstrate competencies that are consistent with current evidence-based practices.
 - 7) The program provides home visiting services to families year round.

- To adhere to the principles of the program:
 - 1) Partners will enroll pregnant families and the youngest children (preferably under one year) and the neediest families as defined by the partner.
 - 2) Program experiences and activities are individualized according to the needs of the child and family.
 - 3) Parents are supported and encouraged to participate in planning for their children's transitions.
 - 4) Cultural values of families are respected and honored.
 - 5) Service delivery options (home visiting and parent/child groups) will be based on the needs of the family and staff safety.
 - 6) The program will collaborate with existing community efforts.
 - 7) The program will support the multiple dimensions of child development: cognitive, physical, social and emotional development.
 - 8) Parents will be supported in their role as the child's first and primary teachers.
 - 9) Children will be in safe environments.
 - 10) Program experiences and activities will be consistent with evidence-based practices.

Partner Site Responsibilities:

- Identify and hire a qualified Early Childhood Coordinator whose language reflects that of the population being served. Ex. An Early Childhood Coordinator who provides services to families who are monolingual Spanish, must be bilingual. Partners are encouraged to include the ESSS Program Specialist with hiring process.

Attachment 2-Scope of Work and Additional Partnership Requirements
Save the Children Subgrant Agreement

- Provide regular, ongoing supervision and support to the Early Childhood Coordinator that includes:
 - Regular meetings between the ECC and Site Supervisor
 - Observation of at least 2 home visits per year conducted by the ECC.
 - Observation of at least 1 Parent/Child Group per year conducted by the ECC.
 - Regular meetings between Save the Children ESSS Program Specialist and Site Supervisor.
 - An annual review of the ECC's performance completed by their supervisor.
 - Review of mileage reimbursement requests, and sign-in/sign-out logs to ensure consistency with home visit documentation (Family Planning Forms) signed by parents.

- Utilize the Early Childhood Coordinator for ESSS functions only. Early Childhood Coordinator responsibilities do not include acting as a substitute teacher at any given time during the school day, assisting with bus or lunch duties, running sports or other extra-curricular activities, using preparation/planning time for other non-early childhood activities (e.g., monitoring assemblies, assisting with non-early childhood related classroom activities).

- Provide an environment that allows for a flexible schedule to accommodate the needs of families with young children receiving services in a home-based environment.
 - This may include making evening and weekend visits and providing services on days that schools are closed.

- Provide an orientation to the Early Childhood Coordinator upon hire that includes information on:
 - Benefits including leave and health insurance
 - Time sheet completion
 - Mileage reimbursement submission
 - Policies on reporting Child Abuse and Neglect
 - Policies related to Confidentiality

- Ensure that the Early Childhood Coordinator:
 - Plans monthly site visits with the Early Childhood Specialist that include 1-2 home visits, a file review, recent training follow-up and a meeting with the Site Supervisor.
 - Inputs data weekly with all data entered by the 5th of the month following when data was collected.

- Enroll and maintain enrollment of 20 children in the Home Visiting component of each ESSS program. This includes pregnant women and children ages birth to 3.

- Enroll 30 3-5 year olds are enrolled in the 3-5 Book Bag Exchange component of each ESSS program. This includes enrolling children who transition from the Home Visiting component.

- Provide each family in the home visiting component with a minimum of 2 home visits per month that last approximately an hour and includes the Book Bag Exchange with documentation of the number of times the child is read to or engaged in a literacy-based activity.

- Make up missed home visits so that each family participating in the Home Visiting component receives an average of 2* visits per month in any given period.

- Hold a minimum of 1 Parent/Child Group per month for all children and families enrolled in ESSS or on the waiting list. (This can also be opened to other children and families in the community.)

Attachment 2-Scope of Work and Additional Partnership Requirements
Save the Children Subgrant Agreement

- Identify a qualified PPVT Examiner (or PLS Examiner) to test eligible 3 and 5 year olds.
- Complete PPVT or PLS testing on all eligible 3 and 5 year olds.
- Conduct a quality check (Parent Satisfaction Survey) with all families semi-annually.
- Participate in a Program Quality Assessment (PQA) at the site at least every two years.

Save the Children Responsibilities:

- Provide training and technical assistance including:
 - o Orientation training within the first 90 days of programming for all Early Childhood Coordinators, partnership site coordinators, Early Childhood Program Specialists, or other relevant curriculum partners.
 - o 3-4 Group Trainings (Clusters) per year for all Early Childhood.
 - o Regular training, technical assistance and coaching via monthly site visits and phone calls.
 - o Distance learning and support via facilitated national discussions, monthly audio and web-based conference training.

Additional information about the ESSS program can be found on the Partner Portal at:

<https://uspartners.savethechildren.org/EarlyChildhood/Shared%20Documents/Forms/AllItems.aspx>

- Additionally, Save the Children considers the following characteristics essential for successful ESSS partnerships:
 - o Identified need in the community for early childhood development services for children ages birth to five.
 - o Agency/school interest and vested support in serving families with children ages birth to five.
 - o Agency/school already providing some services for children ages pre-birth to 3rd grade.
 - o The partner is a school based program or community based agency with strong connections to the school.
 - o Partner has facility capacity, including space for parent/child group meetings.
 - o Partner has the organizational capacity to add on and develop a new program (i.e. ability to manage program and supervise staff).
 - o There is support from the school/agency leadership for the program.
 - o Partner would not be duplicating services provided by other organizations.

**DATA USE AGREEMENT AND
CONSENT TO RELEASE CONFIDENTIAL STUDENT EDUCATION RECORDS**

THIS DATA USE AGREEMENT AND CONSENT TO RELEASE CONFIDENTIAL STUDENT DATA AGREEMENT (“Agreement”) is entered into as of the date last signed below by and between the Board of Education of the “District” (as named in the signature block below), **Save the Children Federation, Inc.**, (“Data Recipient”), and **Renaissance Learning, Inc.** (“Renaissance”). Collectively referred to as the “Parties”, and each, a “Party”.

WHEREAS, the District has selected Renaissance to provide services (“Services”) that require Renaissance to receive and collect: student, classroom, and school-level data (“Stored Data”).

WHEREAS, the District has requested that Renaissance share the Stored Data with Data Recipient; and

WHEREAS, Renaissance agrees to assist District in providing the Stored Data to Data Recipient.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to explicitly state the District’s consent for Renaissance to release the Stored Data to Data Recipient.

2. TERM. This Agreement shall become effective on the date first written above and, subject to any earlier termination as provided herein, shall remain in effect until 10 days after District gives written notice to Renaissance. The obligation of indemnification set forth in Paragraph 6 shall survive the termination of this Agreement.

3. CONTRACTOR RELATIONSHIPS. It is agreed that the legal relationship between Renaissance, Data Recipient and the District is of a contractual nature. District and Data Recipient agree that Renaissance is at all times acting as a contractor and is, in performing its duties under this Agreement, acting for the District. The District acknowledges that it is contracting with Renaissance and requesting Renaissance to share the Stored Data with Data Recipient because the District needs the assistance of Renaissance to share the Stored Data. The District also acknowledges that both Renaissance and Data Recipient have a legitimate educational interest in the Stored Data.

4. CONFIDENTIAL INFORMATION.

a) Consent to Release Student Education Records. The District authorizes Renaissance to release the Stored Data which includes student “education records” as defined in the Family Educational Rights and Privacy Act (FERPA) and any confidential information or records as defined by applicable state law, whether as aggregate data or personally identifiable information, to Data Recipient.

b) Redisclosure of Student Education Records. Data Recipient agrees that it will not redisclose the Stored Data without the prior consent of the parent or eligible student to whom the education record and/or student record refers.

c) District Record of Disclosure. The District will maintain a record of disclosure, as required by 34 C.F.R. § 99.32(b), containing the name of Data Recipient and the legitimate interests which Data Recipient has to the Stored Data.

d) Student Education Records. Consistent with this Agreement, Data Recipient will comply with the relevant requirements of FERPA, the Individuals with Disabilities Education Act (IDEA), and any applicable state student records law, regarding the confidentiality of student “education records” as defined in FERPA and other confidential student information. Data Recipient will limit internal access to the Stored Data to only those employees who reasonably need access to the Stored Data in order to perform Data Recipient’s responsibilities to the District.

5. NOTIFICATION TO PARENTS AND STUDENTS. The District agrees that, if required by law, it will disclose Renaissance and Data Recipient as contractors retained to provide various institutional services and functions on the annual FERPA notice sent to parents and students in the District pursuant to 34 C.F.R. § 99.7.

6. INDEMNIFICATION.

a) General Indemnification. To the fullest extent permitted by law, the District and Data Recipient each agrees to indemnify, defend and hold harmless Renaissance, its board, its officers and, employees from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, defense costs arising or resulting from, or occasioned by or in connection with any release of the Stored Data by, respectively, the District or Data Recipient or their subcontractors; including but not limited to: breach of its duty to comply with any laws or regulations applicable to this Agreement, including but not limited to FERPA, IDEA, or any state Student Records Law or the breach of any provision in this Agreement by the District or Data Recipient. The obligation of indemnification set forth in this Paragraph shall survive the termination of this Agreement. It is expressly

understood and agreed that this indemnification agreement is not joint and that neither the District nor Data Recipient is responsible for any breach by the other party.

b) Investigation or Order from the Family Policy Compliance Office. District and Data Recipient agree they will notify Renaissance if either of them is contacted by the Family Policy Compliance Office, or any successor government office or agency charged with enforcing FERPA, or any state agency charged with enforcing state student records laws regarding any services or disclosure of records contemplated by this Agreement. Such notice shall be made in writing within three (3) business days of the first contact the government agency makes with District or Data Recipient.

7. GENERAL PROVISIONS.

- a) Amendment. This Agreement may only be amended in writing signed by all Parties.
- b) Entirety. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made between any Parties with respect to the subject matter hereof.
- c) Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.
- d) Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- e) Authority to Execute. Each Party represents and warrants to the other Parties that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- f) No Waiver. No course of dealing or failure of any Party to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- g) Assignment. This Agreement only be assigned in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

_____ (“DISTRICT”)

SAVE THE CHILDREN FEDERATION, INC.

District name

Authorized signature

Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

RENAISSANCE LEARNING, INC.

Authorized signature

Printed name

Title

Date

Save the Children, US Programs Technology Guidelines

Technology Goals

Save the Children U.S. Programs is committed to using computer technologies and communication networks to strengthen our ability to reach and affect the lives of children. Our vision is to use technology to achieve greater results, analyze student success patterns, measure the effectiveness of our initiatives, and streamline communications. Partners must be committed to having and maintaining the technology infrastructure to take part in these efforts.

A Partner must have a reasonable number of serviceable computers in a computer lab and/or library to be used by children who participate in the programs supported by Save the Children. It is recommended that there be 1 computer for every 5-10 children participating in our afterschool and SummerBoost programs. Every Partner must have a qualified Technology Specialist who will be responsible for ensuring the appropriate technology is accessible by program staff and children. Program staff must be committed to using the tools provided.

Save the Children's Literacy programs utilize web-based software (Renaissance Place) and information hosting provided by Renaissance Learning. Their literacy software, (Accelerated Reader, STAR Reading, and STAR Early Literacy) use computerized quizzes and assessments to measure students' comprehension and progress. All Partners are required to use the hosted version of Renaissance Place that is directly provided by Renaissance Learning.

Save the Children utilizes a web-based system for monitoring and evaluation purposes of our school age and early childhood programs: SCORE (Save the Children's Online Reporting and Evaluation system) for tracking school age and early childhood child program participants. Partners are required to use the SCORE system to track the children enrolled in Save the Children's US Programs. In addition, a web-based portal, our USP Partner Portal, is utilized to give Partners access to Save the Children training and technical assistance resources and to ease collaboration with our staff.

Technology Guidelines

The following are guidelines and technical requirements for computers which will be used in our programs. The Partner's Technology Specialist should use these requirements to assess the readiness of the site to access and utilize Save the Children's systems, including SCORE, the USP Partner Portal, and for Renaissance Learning software where literacy programming is taking place. The Technology Specialist should participate in the budget creation process and identify computers needed. Save the Children is willing to work with Partners to help bridge equipment gaps and, where possible, consider alternate approaches.

- One computer for every 5-10 children in school-aged literacy program (Based on average daily attendance: Afterschool or Summer)

- Apple Macintosh computers are compatible with Renaissance Learning products, but at least one Microsoft Windows PC is required for Save the Children applications (including SCORE, the Early Steps System and the USP Portal). **Save the Children applications do not run on Apple computers.**
- High speed Internet access
- Browser: See specifics below.
- Technology consultant/specialist needed to work on Renaissance Place set-up (if new model) and maintenance (new & existing models)
- Telephone (preferably speaker phone) located near a computer
- Adequate number of quality printers

Save the Children Technology Requirements

Below are minimum technical requirements for computers to run Save the Children’s US Programs monitoring & evaluation system (SCORE) and Save the Children’s USP Portal. Both applications are web-based, and therefore will not be housed on a Partner’s server.

Please refer to Renaissance Learning’s “Renaissance Place Technical Recommendations” (Appendix 1) for specific guidelines related to their products.

| Technology Component | Save the Children Technology Requirements |
|----------------------------|---|
| Computer | There must be at least one PC available on site. Save the Children applications do not run on Apple computers. |
| Web Browser | Recommended: Internet Explorer (IE) 11 or Chrome / Minimum: Internet Explorer (IE) 9* <i>*SCORE will run in Chrome, however not all functionality of the USP Portals is supported in Chrome. Our official supported browser for USP Systems is IE.</i> |
| Operating System | Recommended: Windows 7 or higher / Minimum: Windows Vista* <i>*Windows XP is no longer supported, and IE 11 cannot be installed. Please upgrade your OS to a minimum of Windows Vista.</i> |
| Processor & RAM | Follow minimum requirements for your operating system |
| Screen Resolution | 1280x720 or higher |
| Printer(s) | Required |
| Internet Connection | Broadband Internet Connection (DSL, Satellite, or Cable) |
| Other Requirements | <ul style="list-style-type: none"> • Excel 2007 or higher • JavaScript should be turned on in the browser for best user interface experience |

Appendix 1: Renaissance Place Technical Recommendations

Renaissance Place™ Technical Recommendations: Client Workstation Recommendation

- ▶ Throughout this document, you will see both Recommended and Minimum requirements. Please follow the Recommended requirements for optimal performance and access to all the latest features.
- ▶ As of August 1, 2016, we no longer support Internet Explorer 8 for use with Renaissance Place. This is reflected in the chart below.
- ▶ Windows XP is no longer receiving automatic updates from Microsoft and has become vulnerable to security risks, viruses, and malware. Because of the potential risks, we strongly encourage you to upgrade Windows XP computers before the 2016–2017 school year begins. Continuing to support this operating system also depends on the availability of a compatible browser. We will notify you when we officially discontinue support for Windows XP, at least six months in advance if possible.
- ▶ We plan to end support for Macintosh OS X v10.6 and Safari 5.1 within the next year. If you are still using OS X v10.6 or Safari 5.1, we recommend that you update to a newer operating system/browser in time for the 2016–2017 school year. As updates are applied to your Renaissance Place site over the next few months, STAR student testing will no longer be supported in Safari 5.1.
- ▶ As of July 2016, Windows 10, Macintosh OS X v10.11, and Safari 9 are supported for use with Renaissance Place. This is reflected in the chart below.

| Client | Windows | | Macintosh | |
|-------------------------------|---|---|--|---|
| | Recommended | Minimum | Recommended | Minimum |
| Web Browser ^a | Internet Explorer 10.x–11.x ^b , Firefox 27.0 or later, or Chrome 26 or later | Internet Explorer 9.x or Firefox 14.x–26.x | Safari 6.0–9.1, Firefox 27.0 or later, or Chrome 26 or later | Safari 5.1 ^c or Firefox 14.x–26.x |
| Operating System ^d | Windows 7–10 | Vista | OS X v10.7–v10.11 | OS X v10.6 ^e |
| Screen Resolution | 1024 × 768 display resolution | 1024 × 600 display resolution | 1024 × 768 display resolution | 1024 × 600 display resolution |
| Internet Connection | Broadband Internet connection (DSL, satellite, or cable) | | | |
| Mobile Devices | <p>Chromebooks</p> <ul style="list-style-type: none"> ▶ All Renaissance Place products are compatible on Chromebooks and other Chrome OS devices—simply enter your school's Renaissance Place URL in the web browser. Adobe Flash Player is required for English in a Flash and some resources. <p>iOS Native Apps</p> <ul style="list-style-type: none"> ▶ Accelerated Reader on iOS: iPad®, iPod touch®, or iPhone® running iOS 5.x or later. https://itunes.apple.com/us/app/accelerated-reader/id440734561 ▶ Accelerated Reader 360 on iOS: iPad® 2+ running iOS 8.x or later. https://itunes.apple.com/us/app/accelerated-reader-360/id948069576 ▶ STAR on iOS: The STAR App is being retired. As updates are applied to your Renaissance Place site over the next few months, students will need to use the Safari browser to take STAR tests. <p>NEO 2 (an eLearning device from Renaissance Learning)</p> <ul style="list-style-type: none"> ▶ Accelerated Reader SmartApplet: NEO 2 and NEO Manager. ▶ KeyWords RP Reports: NEO 2 and NEO Manager, and KeyWords SmartApplet 3.3 or later. ▶ MathFacts in a Flash SmartApplet: NEO 2 and NEO Manager. ▶ Responder SmartApplet: NEO 2 and Renaissance Responder Scoring Software. <p>Tablets</p> <ul style="list-style-type: none"> ▶ Accelerated Reader, Accelerated Math, Accelerated Math 2.0, and MathFacts in a Flash student applications are supported using a web browser on tablets 7 inches or larger. Simply enter your school's Renaissance Place URL in the web browser. Note: Devices running versions of Android older than 4.0 (pre-Ice Cream Sandwich), including first-generation Kindle Fire and Nook Color, are not supported. Performance may also be degraded on single-core processor devices. ▶ STAR testing is supported using a web browser on tablets 7" or larger. Students must use Safari 6 or later, Chrome 23 or later, Firefox 27 or later, Silk on Kindle Fire HD, or Internet Explorer 11. Simply enter your school's Renaissance Place URL in the web browser. Note students should use Firefox when testing in STAR Early Literacy on Android devices. ▶ The Accelerated Reader 360 Instructional Reading component works on most tablets 7" or larger, and is recommended on Android tablets running Chrome and iPads. Simply enter your school's Renaissance Place URL in the web browser. Follow the Renaissance Place recommendations for the Accelerated Reader 360 Independent Reading component. | | | |
| Components | <ul style="list-style-type: none"> ▶ Adobe Reader 9 or later^g ▶ Adobe Flash Player 10.0 or later^g ▶ RLI Print Plug-In (only used in Accelerated Math) | | | |



(table continued on next page)

- Follow the recommended requirements when accessing the Accelerated Reader student interface, Accelerated Math student interface, Accelerated Math 2.0 teacher functions, Accelerated Math Instructional Practice, STAR Custom administrator functions, STAR student testing, and STAR Growth Proficiency Chart. If you are using a browser or system listed in the minimum sections, you may have a degraded experience or the features may not be accessible.
- Internet Explorer 10.x and 11.x are supported when launched in Desktop mode on Windows 8.x and 10. Internet Explorer in the Windows 8.x UI and the Microsoft Edge browser on Windows 10 are not supported.
- Macintosh OS X v10.6 running 32-bit must use Firefox to view reports.
- Renaissance Place is compatible with 64-bit Windows operating systems when accessed in a 32-bit browser. You may use either Firefox, Chrome, or the 32-bit version of Internet Explorer to log into Renaissance Place.
- You must meet the minimum requirements for your operating systems. Newly released versions of these components may or may not be compatible.

Renaissance Place—Technical Recommendations: Client Workstation Recommendation

| Client | Windows | | Macintosh | |
|--------|---|---------|-------------|---------|
| | Recommended | Minimum | Recommended | Minimum |
| Other | <ul style="list-style-type: none"> ▶ Accelerated Math or Accelerated Math 2.0 (paper assignments only): A 6ppm or higher laser printer is required. Paper assignments may be scored in a browser or with an AccelScan mark reader, Renaissance Responder Scoring Device, and/or NEO 2. ▶ Accelerated Reader 360 Instructional Reading: The Accelerated Reader 360 App is recommended for iPads. All other computers/ devices require Chrome 32 or later and the AR 360 Chrome Reader to read paid eBooks from Google Play for Education. You will be prompted to install the Chrome Reader the first time you preview or read a paid book in Chrome. ▶ Accelerated Reader Recorded Voice Quizzes, English in a Flash, STAR Early Literacy, and STAR Math with Audio support: Sound card and headphones or speakers. | | | |

Additional Client Requirements and Recommendations

- ▶ ActiveX controls and plug-ins need to be enabled if using Internet Explorer on Microsoft Windows operating systems.
- ▶ Depending on which Renaissance Place applications/features will be used, there are a number of client applications/plugins that are required. They include Adobe Reader, Adobe Flash, and the Renlearn Print Plug-In. The AccelScan application is required if scoring Accelerated Math or Accelerated Math 2.0 paper assignments using a scanner. Renaissance Responder Scoring Software must be installed on teachers' computers if students are using NEO 2s or Renaissance Responder scoring devices with Accelerated Math or Accelerated Math 2.0. All client applications/ plugins should be installed as a local administrator to the workstation. Access <http://support.renaissance.com/techkb/techkb/11065065e.asp> to view a chart showing the client applications/plugins and where they are used in the software.
- ▶ If using a firewall, proxy, and/or content filter, some changes may need to be made for Renaissance Place applications to function properly.
 - ▶ Numerous errors will occur in the software if the proxy server caches Renaissance Place web pages. Accessing the site via HTTPS may prevent the proxy from caching pages, however you may want to configure your network so that users bypass the proxy server entirely when accessing Renaissance Place.
 - ▶ STAR Early Literacy and STAR Math with Audio support require students to download MP3 files from Renaissance Place; if you use content filtering be sure to allow this type of activity.
 - ▶ Allow access to Renaissance Learning resources to be sure the software functions as designed. Add an exception within your firewall, proxy, or content filtering software to allow inbound and outbound HTTP and HTTPS communication with the *.renlearn.com domain as well as access to and from *.renlearnrp.com and *.renaissance.com. For a complete list of Renaissance Learning resources used by Renaissance Place, see Knowledge Base article #9945206 <http://support.renaissance.com/techkb/techkb/9945206e.asp>.
 - ▶ Allow inbound and outbound HTTP and HTTPS communication access to ajax.googleapis.com (hosted by Google) and ajax.aspnetcdn.com (hosted by Microsoft). Certain Renaissance Place features access JavaScript libraries from these content delivery networks; you must allow access to the sites to be sure the software functions as designed.
- ▶ If pop-up blockers have been installed on the workstations, you will need to either disable or uninstall your pop-up blocker, or allow pop-ups from your Renaissance Place website. See Knowledge Base article #4751376 <http://support.renaissance.com/techkb/techkb/4751376e.asp> for more information.
- ▶ Verify you have adequate bandwidth to support task usage estimates. See Knowledge Base article #9943205 <http://support.renaissance.com/techkb/techkb/9943205e.asp>.
- ▶ The AccelScan application is required if scoring Accelerated Math or Accelerated Math 2.0 paper assignments using the scanner. Scanner warranty information can be viewed online in the *AccelScan User's Guide*, available at <http://doc.renlearn.com/KMNet/R003244104GF2920.pdf>.

As technology advances it becomes necessary for software companies to drop support for older operating systems and third-party software. Although Renaissance Learning will not discontinue support for older products immediately, we will continue to evaluate system requirements and do our best to provide advance notice when it becomes necessary to raise our requirements. It is the responsibility of customers to keep their computers, networks, operating systems, and third-party software up-to-date and functional. We will do our best to support new technologies as they become available but cannot recommend them until they are properly vetted and proven compatible.

If you have any technical questions about Renaissance Place, call: (800) 338-4204



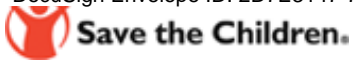
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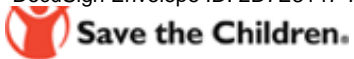
Approved Plan Report

Run Date:

5/30/2017

| | |
|----------------------------|--------------------|
| Program Year: | 2017-2018 |
| State: | California |
| Site: | Tipton Elementary |
| Approval Date/Time: | May 13 2017 2:06AM |

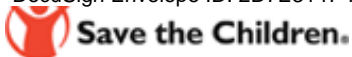
| Plan Page Name | Plan Heading Name | Question | Response |
|-----------------------------|-----------------------------|---|-----------------------------------|
| Site Details | <i>General</i> | District | TIPTON ELEMENTARY |
| | | Site Name | Tipton Elementary |
| | <i>Shipping Address</i> | Address 1 | P.O. Box 787 |
| | | Address 2 | 370 North Evans |
| | | Address 3 | |
| | | City | Tipton |
| | | State | California |
| | | Zip | 93272 |
| | | County | Tulare |
| | | Phone | 559-752-4213 |
| | | Fax | |
| | | Website | www.tiptonschool.org |
| | Notes | | |
| | <i>Mailing Address</i> | Address 1 | P.O. Box 787 |
| | | Address 2 | 370 North Evans |
| | | Address 3 | |
| | | City | Tipton |
| State | | California | |
| Zip | | 93272 | |
| Fiscal Agent Details | <i>Fiscal Agent Details</i> | Fiscal Agent | Tipton Elementary School District |
| | | Fiscal Agent Relationship for this Plan | Sub award |
| | | Address 1 | 370 N. Evans Road |
| | | Address 2 | |



Approved Plan Report

Run Date: 5/30/2017

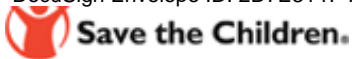
| | | | |
|-------------------------------|--|--|--|
| Fiscal Agent Details | <i>Fiscal Agent Details</i> | Address 3 | |
| | | City | Tipton |
| | | State | California |
| | | Zip | 93272 |
| District Dates | <i>District Date Details</i> | First Day of School | 08/16/2017 |
| | | Last Day of School | 06/05/2018 |
| | | Fall Break From | 11/20/2017 |
| | | Fall Break To | 11/24/2017 |
| | | Winter Break From | 12/21/2017 |
| | | Winter Break To | 01/05/2018 |
| | | Spring Break From | 03/26/2018 |
| | | Spring Break To | 04/02/2018 |
| | | Other Breaks/Holidays | |
| | | State Testing Dates | |
| Plan General Questions | <i>General Interest Questions</i> | I have read and agree to the Technology Requirements for USP Systems | Yes |
| | | Is your district able to act as a distribution point for Gifts in Kind donations? This works best if you have access to a secure space of at least 1,000 square feet, a fork lift or power jack, and a loading dock. However, sites without those items are still able to act as a distribution center for some donations. | No |
| | <i>General Family Engagement Questions</i> | Does your school have goals and objectives related to Family Engagement included in your School Improvement Plan? | Yes |
| | | Additional Comments (Type N/A if you answered No or N/A above) | We have included goals and objectives related to Family Engagement into our LCAP |
| | | Does your school currently employ a staff person, such as a Family Resource Coordinator or Home School Liaison/Coordinator, responsible for leading Family Engagement? | Yes |
| | | If Yes above, please enter this persons role/title (Type N/A if you answered No or N/A above) | Currently, these duties fall under our administrator's duties. |
| | <i>Emergency Preparedness</i> | Does your school have a multi-hazard plan (i.e., a plan for a variety of hazards or disasters)? | Yes |
| | | If your school does have a multi-hazard plan, does it include information for others who may use the school (e.g., Head Start, after-school programs)? | Yes |



Approved Plan Report

Run Date: 5/30/2017

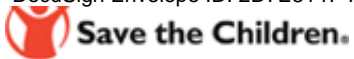
| | | | |
|-------------------------------|--|--|---|
| Plan General Questions | <i>Emergency Preparedness</i> | If your school does have a multi-hazard plan, does it include information on how to care for students or staff with disabilities or access and functional needs/special needs? | Yes |
| | | What resources (e.g., supplies, technical expertise, training) would MOST help your school get better prepared for disasters or emergencies? | More technical expertise and training on disaster or emergency preparedness |
| | | What is your top safety, security, and/or disaster preparedness concern(s)? | Security |
| | | If your school gets funding from others (e.g., state department of education, PTA) to help with disaster preparedness activities, who does it get funding from? | Tulare Office of Education |
| | | What disasters/hazards do you feel your school is LEAST prepared for? | Active Shooter on campus |
| | | What disasters/hazards do you feel your school is MOST prepared for? | Earthquake |
| | | Does your school have a plan for how to reunite children with their families after a disaster? | Yes |
| | | How often do you practice a drill (e.g., fire, tornado, earthquake) during the school year? | Once a month |
| Site Demographics | <i>Projected Number of Children at Site for Program Year</i> | # Females | 281 |
| | | # Males | 283 |
| | | Total School Population | 564 |
| | | Pre-K | 18 |
| | | K | 65 |
| | | Grade 1 | 58 |
| | | Grade 2 | 76 |
| | | Grade 3 | 55 |
| | | Grade 4 | 46 |
| | | Grade 5 | 74 |
| | | Grade 6 | 60 |
| | | Grade 7 | 59 |
| | | Grade 8 | 53 |
| | | % of Students Eligible for free/reduced lunch | 97 |
| | Is there a summer program other than Save the Children's at your school? | Yes | |
| If Yes, Please Describe | 4 Week Summer Program | | |
| <i>RL Licenses</i> | # STAR Early Literacy Licenses Needed | | |
| | # STAR Reading Licenses Needed | | |



Approved Plan Report

Run Date: 5/30/2017

| Site Demographics | RL Licenses | # Accelerated Reading Licenses Needed | |
|---|---|--|-----|
| Early Steps to School Success | <i>Program Description and Requirements</i> | I have read and agree to the Program Description and Requirements | Yes |
| | <i>Early Step to School Success</i> | # of Staff – Budgeted | 1 |
| | | # of Staff – Targeted | 1 |
| | | # of Community Meetings Per Month – Budgeted | 1 |
| | | # of Community Meetings Per Month – Targeted | 1 |
| | | # of Parent/Child Groups per Month – Budgeted | 1 |
| | | # of Parent/Child Groups per Month – Targeted | 1 |
| | | # of Transition to Kindergarten Meetings per Year – Budgeted | 1 |
| | | # of Transition to Kindergarten Meetings per Year – Targeted | 1 |
| | <i>Home Visiting Program</i> | # of 0-3 Year Old Children – Budgeted | 20 |
| | | # of 0-3 Year Old Children – Targeted | 20 |
| | | # of Home Visits Per Month – Budgeted | 2 |
| | | # of Home Visits Per Month – Targeted | 2 |
| | | # of Months – Budgeted | 12 |
| | | # of Months – Targeted | 12 |
| | <i>Book Bag Exchange Program</i> | # of 3-5 Year Old Children – Budgeted | 30 |
| | | # of 3-5 Year Old Children – Targeted | 30 |
| | | # of Months – Budgeted | 9 |
| | | # of Months – Targeted | 9 |
| | | # of Times Book Bags Sent Home per Month – Budgeted | 2 |
| | | # of Times Book Bags Sent Home per Month – Targeted | 2 |
| <i>ESSS Notes</i> | Notes | | |
| <i>Home Visiting Program Operations</i> | Start Date | 07/03/2017 | |
| | End Date | 06/29/2018 | |
| <i>Book Bag Exchange Program Operations</i> | Start Date | 08/21/2017 | |
| | End Date | 05/25/2018 | |
| | Frequency of Book Bag Exchange | Weekly | |
| | Please explain how the Book Bag Exchange Program will work at your Site | We will continue to partner with the local preschool which is located on our campus. | |

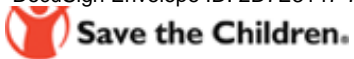


Approved Plan Report

Run Date:

5/30/2017

| Budget Summary | | | |
|----------------|--|------------------|-------|
| | <i>In-School Literacy</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>Afterschool Literacy</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>Afterschool Healthy Choices</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>ESSS</i> | SC Funded | 90322 |
| | | Site Funded | 5036 |
| | | Combined | 95358 |
| | <i>SummerBoost Camp</i> | SC Funded | |
| | | Camp Site Funded | |
| | | Combined | |
| | <i>Sponsorship</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>Sponsorship Basic Education</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>Community Engagement</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>Emergency Response and Recovery</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>Literacy Book</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |



Approved Plan Report

Run Date:

5/30/2017

| | | | |
|-----------------------------|-----------------------------------|--|-----------------|
| Budget Summary | <i>Afterschool Transportation</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>Technology Equipment</i> | SC Funded | |
| | | Site Funded | |
| | | Combined | |
| | <i>Total Site</i> | SC Funded | 90322 |
| | | Site Funded | 5036 |
| | | Combined | 95358 |
| Site Classifications | <i>21st Century Information</i> | Funded by 21st Century Grant? | No |
| | | Did Save the Children contribute to the writing of the grant? | |
| | | Did Save the Children apply as the lead recipient? | |
| | <i>P3 Strategy Questions</i> | Is this School Site part of a P3 Early Adopter School District? | No |
| | | Is this Site planning to implement KinderBoost for the program year? | No |
| | | Is this Site participating in Community Engagement for the program year? | No |
| | <i>Plan Codes</i> | Plan Sub-Award Analysis Code | 999001127 |
| | <i>Signers</i> | Authorized Signer | Miguel Guerrero |

| | |
|---------------|---------------------------------|
| PY18A | Save The Children |
| Site | Tipton Elementary School |
| Fiscal | Tipton School District |
| State | CA |

Period From: 7/1/17
 Period To: 6/30/18

| | | | |
|----------------------------|------------|--------------|----------------|
| School Population | 564 | | |
| estimated daily attendance | In School | After School | Summer Program |
| | 1 | 1 | 1 |
| Cost per child | \$ - | \$ - | \$ - |

| Partner Budget | | | | | | | | |
|--|-------------|------------------|----------------|---------------------|------------|-------------------|-----------------------------------|-----------------|
| | Unit | Unit cost | # Units | Total Budget | STC | Cost Share | Cost Share Source of Funds | Variance |
| I. In School | | | | | | | | |
| Personnel Cost | | | | | | | | |
| a. Certified Staff | Annual | | | - | - | | | - |
| b. Classified Staff | Hourly | | | - | - | | | - |
| c. Fringe | Sum | | | - | - | | | - |
| Total In School Personnel Cost | | | | - | - | - | | - |
| Program Cost | | | | | | | | |
| d. Books | Sum | | | - | - | | | - |
| e. Materials | Sum | | | - | - | | | - |
| f. Equipment | Sum | | | - | - | | | - |
| g. Training | Sum | | | - | - | | | - |
| Total In School Program Cost | | | | - | - | - | | - |
| Total In School Cost | | | | - | - | - | | - |
| II. After School - Literacy | | | | | | | | |
| Personnel Cost | | | | | | | | |
| a. Certified Staff | Annual | | | - | - | | | - |
| b. Classified Staff | Hourly | | | - | - | | | - |
| c. Fringe | | | | - | - | | | - |
| Total After School Personnel Cost | | | | - | - | - | | - |
| Program Cost | | | | | | | | |
| d. Books | Sum | | | - | - | | | - |
| e. Transportation | Sum | | | - | - | | | - |
| f. Materials | Sum | | | - | - | | | - |
| g. Equipment | Sum | | | - | - | | | - |
| h. Training | Sum | | | - | - | | | - |
| Total After School Program Cost | | | | - | - | - | | - |
| Total After School Literacy Cost | | | | - | - | - | | - |
| III. After School - Healthy Choices | | | | | | | | |
| Personnel Cost | | | | | | | | |
| a. Certified Staff | Annual | | | - | - | | | - |
| b. Classified Staff | Hourly | | | - | - | | | - |
| c. Fringe | Sum | | | - | - | | | - |
| Total After School-Healthy Choices Personnel Cost | | | | - | - | - | | - |
| Program Cost | | | | | | | | |
| d. Materials | Sum | | | - | - | | | - |
| e. Equipment | Sum | | | - | - | | | - |
| f. Training | Sum | | | - | - | | | - |
| Total After School-Healthy Choices Program Cost | | | | - | - | - | | - |
| Total After School-Healthy Choices Cost | | | | - | - | - | | - |

| IV. | Summer Cost | Unit | Unit cost | # Units | Total Budget | STC | Cost Share | Cost Share Source of Funds | Variance |
|------|---|-------------|------------------|----------------|---------------------|---------------|-------------------|-----------------------------------|-----------------|
| | Personnel Cost | | | | | | | | |
| a. | Certified Staff | Annual | | | - | - | | | - |
| b. | Classified Staff | Hourly | | | - | - | | | - |
| c. | Fringe | Sum | | | - | - | | | - |
| | Total Summer Personnel Cost | | | | - | - | - | | - |
| | Program Cost | | | | | | | | |
| d. | Books | Sum | | | - | - | | | - |
| e. | Transportation | Sum | | | - | - | | | - |
| f. | Materials | Sum | | | - | - | | | - |
| g. | Equipment | Sum | | | - | - | | | - |
| | Total Summer Program Cost | | | | - | - | - | | - |
| | Total Summer Cost | | | | - | - | - | | - |
| V. | ESSS Cost | Unit | Unit cost | # Units | Total Budget | STC | Cost Share | Cost Share Source of Funds | Variance |
| | Personnel Cost | | | | | | | | |
| a. | Certified Staff | Annual | | | - | - | | | - |
| b. | Classified Staff | Hourly | 52,757.00 | 1 | 52,757 | 52,757 | | | - |
| c. | Fringe | Sum | 29,641.00 | 1 | 29,641 | 24,605 | 5,036 | Other | - |
| | Total ESSS Personnel Cost | | | | 82,398 | 77,362 | 5,036 | | - |
| | Program Cost | | | | | | | | |
| d. | Books | Sum | 200.00 | 1 | 200 | 200 | | | - |
| e. | Materials | Sum | 11,600.00 | 1 | 11,600 | 11,600 | | | - |
| f. | Equipment | Sum | | | - | - | | | - |
| g. | Home Visit Travel | Sum | 680.00 | 1 | 680 | 680 | | | - |
| h. | Training | Sum | 480.00 | 1 | 480 | 480 | | | - |
| | Total ESSS Program Cost | | | | 12,960 | 12,960 | - | | - |
| | Total ESSS Cost | | | | 95,358 | 90,322 | 5,036 | | - |
| VI. | Sponsorship Cost | Unit | Unit cost | # Units | Total Budget | STC | Cost Share | Cost Share Source of Funds | Variance |
| | Personnel Cost | | | | | | | | |
| a. | Certified Staff | Annual | | | - | - | | | - |
| b. | Classified Staff | Hourly | | | - | - | | | - |
| c. | Fringe | Sum | | | - | - | | | - |
| | Total Sponsorship Personnel Cost | | | | - | - | - | | - |
| | Program Cost | | | | | | | | |
| d. | Materials | Sum | | | - | - | | | - |
| e. | Equipment | Sum | | | - | - | | | - |
| f. | Training | Sum | | | - | - | | | - |
| | Total Sponsorship Program Cost | | | | - | - | - | | - |
| | Total Sponsorship Cost | | | | - | - | - | | - |
| VII. | Sponsorship Basic Education Cost | Unit | Unit cost | # Units | Total Budget | STC | Cost Share | Cost Share Source of Funds | Variance |
| | Personnel Cost | | | | | | | | |
| a. | Certified Staff | Annual | | | - | - | | | - |
| b. | Classified Staff | Hourly | | | - | - | | | - |
| c. | Fringe | Sum | | | - | - | | | - |
| | Total Sponsorship Basic Education Personnel Cost | | | | - | - | - | | - |

| | | | | | | | | | |
|-------|---|-------------|------------------|----------------|---------------------|---------------|-------------------|-----------------------------------|-----------------|
| | | | | | | | | | - |
| | Program Cost | | | | | | | | - |
| d. | Materials | Sum | | | - | - | | | - |
| e. | Equipment | Sum | | | - | - | | | - |
| f. | Training | Sum | | | - | - | | | - |
| | Total Sponsorship Basic Education Program Cost | | | | - | - | | | - |
| | Total Sponsorship Basic Education Cost | | | | - | - | | | - |
| VIII. | Community Engagement | Unit | Unit cost | # Units | Total Budget | STC | Cost Share | Cost Share Source of Funds | Variance |
| | Personnel Cost | | | | | | | | |
| a. | Certified Staff | Annual | | | - | - | | | - |
| b. | Classified Staff | Hourly | | | - | - | | | - |
| c. | Fringe | Sum | | | - | - | | | - |
| | Total Community Engagement Personnel | | | | - | - | | | - |
| | Program Cost | | | | | | | | - |
| d. | Books for Community | Sum | | | - | - | | | - |
| e. | Books and Technology for School | Sum | | | - | - | | | - |
| f. | Materials | Sum | | | - | - | | | - |
| g. | Training | Sum | | | - | - | | | - |
| h. | Community Projects | Sum | | | - | - | | | - |
| | Total Community Engagement Program Cost | | | | - | - | | | - |
| | Total Community Engagement | | | | - | - | | | - |
| IX. | Emergency Response and Recovery | Unit | Unit cost | # Units | Total Budget | STC | Cost Share | Cost Share Source of Funds | Variance |
| | Personnel Cost | | | | | | | | |
| a. | Certified Staff | Annual | | | - | - | | | - |
| b. | Classified Staff | Hourly | | | - | - | | | - |
| c. | Fringe | Sum | | | - | - | | | - |
| | Total Emergency Response and Recovery Personnel | | | | - | - | | | - |
| | Program Cost | | | | | | | | - |
| d. | Materials | Sum | | | - | - | | | - |
| e. | Equipment | Sum | | | - | - | | | - |
| f. | Other | Sum | | | - | - | | | - |
| | Total Emergency Response and Response Program Cost | | | | - | - | | | - |
| | Total Emergency Response and Recovery Cost | | | | - | - | | | - |
| | Total Budget | | | | 95,358 | 90,322 | 5,036 | | - |

| | |
|---------------------------------------|--|
| Policies and Procedures Reference No. | CS-01.3 |
| Policy Title | Policy on Child Safeguarding (“Child Safeguarding Policy”) |
| Category | Child Safeguarding |
| Author | Assistant General Counsel - Compliance |
| Vice President with Oversight | Vice President and General Counsel |
| Approver | Senior Management Team |
| Purpose and Description | These policies and related procedures describe Save the Children’s commitment to child safeguarding |
| Compliance Requirement | <input type="checkbox"/> Statute: <input type="checkbox"/> Regulation: <input checked="" type="checkbox"/> Industry Standards: SCI Child Safeguarding Protocol <input type="checkbox"/> Not Applicable |
| Audience | <input checked="" type="checkbox"/> SCUS <input checked="" type="checkbox"/> All Head Start <input checked="" type="checkbox"/> SCAN <input checked="" type="checkbox"/> Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products (collectively, “Partners”) <input checked="" type="checkbox"/> Board of Trustees, Interns, and Volunteers |
| Effective date | July 25, 2016 |
| Revision date | July 25, 2017 |
| Retirement Rationale | N/A |

DEFINITIONS

- A. Child or Children:** Anyone under 18 years of age.
- B. Child Abuse:** Anything which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of safe and healthy development into adulthood. The main categories of Child Abuse are Physical Abuse, Emotional Abuse, Neglect/Negligent Treatment and Sexual Abuse/Sexual Exploitation.
1. **Physical Abuse:** The use of physical force that causes actual or likely physical injury or suffering (e.g., hitting, shaking, burning, female genital mutilation, torture).
 2. **Emotional abuse:** Any humiliating or degrading treatment such as bad name calling, constant criticism, belittling, persistent shaming, solitary confinement and isolation.
 3. **Neglect/Negligent Treatment:** Persistent failure to meet a child's basic physical and/or psychological needs, for example by failing to provide adequate food, clothing and/or shelter; failing to prevent harm; failing to ensure adequate supervision; or failing to ensure access to appropriate medical care or treatment.
 4. **Sexual Abuse/Sexual Exploitation:** All forms of sexual violence, including incest, early and forced marriage, rape, involvement in pornography, and sexual slavery. Child sexual abuse also may include indecent touching or exposure, using sexually explicit language towards a child and showing children pornographic material. Sexual Exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. This includes exchange of assistance due to children benefiting from Save the Children programming. The sexual exploitation of a child who is under the age of consent is child sexual abuse and a criminal offense.
- C. Representatives of Save the Children:** Employees, volunteers, interns, consultants, Board members, Partners and others who work with children on Save the Children's behalf, visit Save the Children's programs, or who have access to sensitive information about children in Save the Children's programs.
- D. Child Safeguarding:** The set of policies, procedures and practices that we employ to ensure that Save the Children is a child safe organization.

POLICIES

I. Policy on Commitment to Children

Save the Children is committed to conducting its programs and operations in a manner that is safe for the children it serves and helping protect the children with whom Save the Children is in contact. All Save the Children Representatives are explicitly prohibited from engaging in any activity that may result in any kind of Child Abuse.

In addition, it is Save the Children's policy to create and proactively maintain an environment that aims to prevent and deter any actions and omissions, whether deliberate or inadvertent, that place children at the risk of any kind of Child Abuse.

All Save the Children Representatives are expected to conduct themselves in a manner consistent with this commitment and obligation. Any violations of this policy will be treated as a serious issue and will result in disciplinary action being taken, including termination and any other available legal remedy.

In furtherance of this Policy, Save the Children has adopted Procedures, described below, to promote:

- a. **Prevention of Child Abuse:** Striving, through awareness, good practice and training, to minimize the risks to children and take positive steps to help protect children who are the subject of any concerns.
- b. **Reporting of Child Abuse:** Ensuring that all Representatives know the steps to take and whom to contact where concerns arise regarding the safeguarding of children.
- c. **Responding to Child Abuse:** Engaging in action that supports and protects children when concerns arise regarding their well-being; supporting those who raise such concerns; investigating, or cooperating with any subsequent investigation; and taking appropriate corrective action to prevent the recurrence of such activity.
- d. **Training to Promote Awareness of Child Safeguarding Obligations:** Ensuring that all Representatives are notified of and made aware that they are expected to comply with the policy.

2. Policy to Comply with Applicable Laws and Regulations

It is Save the Children's Policy to ensure compliance with host country and local child welfare and protection legislation, or international standards, whichever affords greater protection, and with U.S. law, where applicable. The requirements of this Child Safeguarding Policy are in addition to any other applicable legal requirements, including without limitation, USAID and Office of Head Start regulations.

3. Policy Regarding Sexual Activity with Children

It is Save the Children's Policy that any individual under the age of 18 is a child and is "underage", regardless of the legal age of consent of the country in which s/he lives and/or in which the offense occurs. An underage child cannot legally give informed consent to sexual activity. Sexual activity with a Child with or without their consent will be treated as a serious issue and will result in disciplinary action being taken, including termination, and the pursuit of any other available legal remedy.

Consensual sexual activity with a child over the legal age of consent of the country in which s/he lives and/or in which the offense occurs, but below 18 years will be treated as a serious issue and may result in disciplinary action being taken, including termination, and the pursuit of any other available legal remedy.

4. Policy on Accountability of SCUS Management

SCUS Management is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions in response to any violation of the Child Safeguarding Policy, with respect to relevant individuals (including those who committed a child safeguarding violation and/or anyone who knew of such child safeguarding violation but failed to act), and taking steps following any findings of a violation of the Child Safeguarding Policy to review the applicable policies, procedures, and protocols to identify and address any gaps or weaknesses.

5. Policy on Confidentiality in Child Safeguarding Matters

SCUS has a duty to manage sensitive information in a manner that is respectful, professional and that complies with the applicable law. Staff must keep all information about any suspected or reported incidents strictly confidential, and must divulge only that information to a Local or National Child Safeguarding Focal Point (identified on SaveNet), Human Resources team and any other senior staff directly involved in the investigation (and in the case of incidents occurring overseas, to the relevant Country Office director), except as may be required by law.

PROCEDURES

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| I | <p><u>Prevention of Child Safeguarding Incidents</u></p> <p>A. <u>Mitigating Child Safeguarding Risks in Project Planning And Implementation</u></p> <ol style="list-style-type: none"> 1. Where possible and practical, the ‘two-adult’ rule, wherein two or more adults supervise all activities where children are involved and are present at all times, should be followed. 2. Representatives must never: <ul style="list-style-type: none"> • hit or otherwise physically assault or physically abuse Children; • engage in sexual activity or have a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally (mistaken belief in the age of a child is not a defense); • develop relationships with Children which could in any way be deemed exploitative or abusive; • act in ways that may be abusive in any way or may place Children at risk of abuse; • use language, make suggestions or offer advice to Children which is inappropriate, offensive or abusive; • behave in a manner which is physically inappropriate or sexually provocative; • stay alone overnight with one or more Children benefitting from Save the Children programs who are not part of their family, whether in their house, project premises or elsewhere; • have a Child beneficiary stay overnight at their home; • sleep in the same bed or same room as a Child beneficiary; • do things for Child beneficiaries of a personal nature that they can do themselves; • condone, or participate in, behavior of Children which is unsafe or illegal; • act in ways intended to shame, humiliate, belittle or degrade Children, or otherwise perpetrate any form of emotional abuse; • discriminate against, show unfair differential treatment or favor to particular Child beneficiaries to the exclusion of others; • spend excessive time alone with Child beneficiaries away from others in a manner which could be interpreted as inappropriate; • expose Child beneficiaries to inappropriate images, films and websites including pornography and extreme violence; • place themselves in a position where they are made vulnerable to allegations of misconduct. <p>This is not an exhaustive or exclusive list. Representatives should at all times avoid actions that may allow behavior to be misrepresented or constitute poor practice or potentially abusive behavior.</p> <p>B. <u>Background Checks</u></p> <p>Save the Children shall conduct criminal background checks on all Save the Children Representatives, and anyone who visits Save the Children’s programs (e.g., journalists, donors, celebrities) and as it deems appropriate and as permitted by law.</p> |
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2 Reporting of Child Safeguarding Incidents

All Representatives should know the steps to take and whom to contact when concerns arise regarding the safeguarding of children. Failure to report a reasonable suspicion of misconduct in accordance with this Policy will be treated as a serious issue and may result in disciplinary action.

If a child is in danger or in harm's way, call 911 or the local authorities immediately.

Reporting Specifics

A. Mandatory Reporters

“Mandatory Reporters” (as defined below) must report concerns to the appropriate local authority (each state has its own reporting hotline). “Mandatory Reporters” are those individuals who are mandated by law to report child maltreatment (New Jersey and Wyoming do not have specific mandated reporters; rather they require all people to report). Individuals designated as Mandatory Reporters typically have frequent contact with children. Such individuals may include:

- Social Workers
- Teachers, principals, and other school personnel
- Physicians, nurses and other health care workers
- Child care providers
- Directors, employees, and volunteers at entities that provide organized activities for children, such as camps, youth centers and recreation centers

All Head Start staff and Early Head Start staff are Mandatory Reporters.

B. U.S. Programs employees, all Head Start employees and all other Representatives that have direct contact with Children:

Incident reports must be submitted by email to incidentreporting@savechildren.org within 24 hours. The report always should include:

- Date, time and location of the incident
- Type of incident (physical abuse, emotional abuse, neglect/negligent treatment, sexual abuse/sexual exploitations) and nature of what happened
- The relevant actions that are happening at the time of the report
- Any immediate help or actions requested of Save the Children

Record dates reporting to Licensing, OHS regional offices and/or state and local authorities as applicable.

C. All other Representatives

All other representatives covered by this policy must report any suspicion of misconduct covered by this policy to their direct supervisor (if an employee). If you feel you cannot raise the concern with your direct supervisor for any reason, or if you are a non-employee Representative, you should contact the local child safeguarding focal point for your office or location. Alternatively, you can report the matter anonymously to the National Child Safeguarding Focal Point on-line at SaveTheChildren.EthicsPoint.com or anonymously via phone **844-287-1892** (in the US). If you are outside of the US and would like to report by phone, go to SaveTheChildren.EthicsPoint.com for a

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| | <p>full listing of contact numbers by country. All reports must be made within 24 hours.</p> <p>D. <u>Manager Responsibilities</u></p> <p>Any manager or local child safeguarding focal point who receives a report of any allegation of a violation of this Child Safeguarding Policy must forward the report immediately to the National Child Safeguarding Focal Point by filing a report on-line at SavetheChildren.EthicsPoint.com.</p> <p>E. <u>Staff Overseas</u></p> <p>When travelling or working overseas in SCI offices, you are required to report any allegations of Child Abuse to SCI in accordance with SCI's child safeguarding reporting procedures. However, you also must report any such incidents or suspicions to SCUS pursuant to these Procedures.</p> <p>F. <u>Reporting to Senior Management Team</u></p> <p>On a quarterly basis, the General Counsel shall report aggregated incident data to the Senior Management Team, and the General Counsel shall report such data at a minimum annually to the Board of Trustees. The General Counsel or the National Child Safeguarding Focal Point shall report immediately all Exceptional Cases, as defined below, to appropriate members of the Senior Management Team and the Child Safeguarding Trustee of the Board of Directors.</p> |
| 3 | <p><u>Responding to Child Safeguarding Incidents</u></p> <p>A. <u>Child Safeguarding Focal Points</u></p> <p>SCUS shall establish local "Child Safeguarding Focal Points" who are trained on the specifics of the processes around child safeguarding and who will coordinate with the National Child Safeguarding Focal Point, and others as appropriate, when conducting any child safeguarding investigation. The local Child Safeguarding Focal Points and National Child Safeguarding Focal Point can be found on SaveNet.</p> <p>Child Safeguarding Focal Points will:</p> <ul style="list-style-type: none"> • Receive child safeguarding reports in accordance with this Child Safeguarding Policy; and • Provide overall support to the wider implementation of policies and procedures to safeguard children, namely the Child Safeguarding Policy and other related policies and documents such as the Code of Conduct and Reporting Grievances Policy. <p>B. <u>Investigating and Follow-up of Child Safeguarding Allegations</u></p> <p>SCUS takes every allegation of a violation of our Child Safeguarding Policy seriously. The National Child Safeguarding Focal Point is responsible to ensure all credible allegations are logged and tracked in the SCUS central database.</p> <p>The National Child Safeguarding Focal Point is tasked with following up with the other involved SCUS personnel to ensure all allegations are properly investigated and all appropriate corrective action and remedial measures are taken.</p> |

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| | <p>Representatives covered by this policy must cooperate fully with any investigation or inquiry by SCUS and preserve all records relating to any alleged violation of this Child Safeguarding Policy. Although we cannot guarantee confidentiality, we will keep reported concerns confidential to the extent possible.</p> <ol style="list-style-type: none"> 1. Initial Assessment: Upon receipt of a report, an initial assessment will be conducted by one of the designated local Child Safeguarding Focal Points. A full account of the matter and any further action will be recorded on a Child Safeguarding Report Form. The Human Resources team and National Child Safeguarding Focal Point will consider the circumstances of the report, seek professional advice as needed and determine next steps. 2. Reporting to Applicable Authorities: In the US, referrals can be made to children’s services or the police as soon as possible, but must be within one working day. Be advised that nearly all U.S. states impose penalties in the form of finest or imprisonment for a mandated reporter who fails to timely report suspected child abuse, neglect or maltreatment of a child. <p>If the incident happens abroad, then it will be the responsibility of the relevant authorities there to organize an investigation. Irrespective of the local outcome, Save the Children staff must report (verbally and in writing) to a senior staff member at the organization/project where they are working.</p> C. Investigation in Exceptional Cases: In cases where the allegations are likely to result in serious harm to a Child, reputational injury, or other exceptional cases (collectively, “Exceptional Cases”), the National Child Safeguarding Focal Point shall consult with the General Counsel and others within the Senior Management Team, as appropriate, on how the investigation should proceed, including to determine whether SCUS should retain an external party to investigate the allegations. |
| 4 | <p><u>Training to Promote Awareness of Child Safeguarding Obligations</u></p> <p>All SCUS staff must undertake an initial training on the Child Safeguarding Policy within the first three months after induction to SCUS, and/or within the first six weeks following the promulgation of this Policy, and must take refresher trainings every two years.</p> <p>Head Start employees and other staff who are directly implementing programs are also required to take any state required Mandatory Reporter (as defined herein) training.</p> <p>Managers at all levels are responsible for ensuring those reporting to them are made aware of and understand this Policy and are given trainings as described above.</p> <p>Other trainings will be required dependent on job specific responsibilities.</p> |
| 5 | <p><u>Agreements with Partners</u></p> <p>All agreements with Partners (as defined above) must include the requirements of the Policy and must include a provision in which the Partner agrees to comply with this Policy (subject to the Exception Approval Procedure contained herein).</p> |

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| | Partners that receive USAID or Office of Head Start funding additionally must comply with the relevant agency’s child safeguarding requirements. |
| 6 | <u>Communications Materials (interviews, photography and filming)</u> Any communications materials that include images of or information about children are subject to the Communications Guidelines attached as <u>Annex I</u> and included as part of this Child Safeguarding Policy |
| 7 | <u>Guests on Project Visits</u> All Representatives of Save the Children on project visits involving children are subject to the Program Visit Child Protection Guidelines attached as <u>Annex II</u> and included as part of this Child Safeguarding Policy. As a condition to their visit, all Representatives visiting projects involving Children in Save the Children programs are required to sign the Child Safeguarding Policy Acknowledgement attached as <u>Annex III</u> prior to the visit. Once at the project, there should be a verbal presentation made to the guests regarding appropriate conduct. |

TRAINING REQUIREMENTS

| Training Course | Who? | Frequency | Training moment |
|---|------|--|--|
| Child Safeguarding Policy Fundamentals Training | All | Upon induction, and then every two years | First three months after induction or within five weeks following the promulgation of policy |

MONITORING MECHANISMS

| What are you monitoring? | Data source | Action Owner | Escalation levels | Frequency |
|--------------------------|----------------------------------|-----------------|--|-----------|
| Relevant Trainings | Human Resources training tracker | Human Resources | Vice President who has oversight of the policies and procedures manuals. | Annual |

EXCEPTION APPROVAL PROCEDURE

| Procedure/ Action | Action Owner |
|---|------------------------------------|
| Exceptions to this policy requires written approval by the Vice President & General Counsel | Person seeking exception to policy |
| File and retain exception approval | Vice President & General Counsel |

VERSION CONTROL

| Version number | Version Date | Revisions made |
|----------------|---------------|--|
| CS-01.3 | July 25, 2016 | Revision of existing Child Safety Policy |

ANNEX I

COMMUNICATIONS GUIDELINES

Guidelines for ethical reporting about children

We have a responsibility to the children we represent to tell their stories in a responsible and ethical manner. The child's best interest should always be our primary consideration. We work with some of the world's most vulnerable children and communities. We want people to be motivated to support Save the Children's work. To do this, we need to show the injustice children face in a way that creates an emotional response and compels people to act to make the world a better place for children. However, in doing so we must respect the dignity and humanity of the children we serve and we must not exploit their situation in order to raise funds or attract attention for our cause.

Children and young people have all the rights of adults. In addition, they have the right to be protected from harm. Reporting on children and young people carries this added dimension and restriction, especially in the current era when it is nearly impossible to limit a story's reach. This document is meant to support the best intentions of ethical reporting – serving the public's interest for truth without compromising the rights of children.

In some instances, the act of reporting on children places them or other children at risk of exploitation, retribution or stigmatization. When in doubt, we must err on the side of caution and ensure the right of the child to be protected from harm.

Guidelines for interviewing children

- 1) Do no harm to any child. Avoid questions, attitudes or comments that are judgmental or insensitive to cultural values, that place a child in danger or expose a child to humiliation, or that reactivate a child's pain and grief from traumatic events.
- 2) Ensure that the child and guardian know they are talking with a reporter. Explain the purpose of the interview and its intended use.
- 3) Assess any potential risks to the child or children, including:
 - a) Reprisals,
 - b) Stigmatization, rejection or attacks by family or communities,
 - c) Legal prosecution,
 - d) Misguided or malicious attempts by outsiders to "rescue" the child from a difficult situation.
- 4) No staging: Do not ask children to tell a story or take an action that is not part of their own history. Do not ask children to promote products contributed by corporate supporters.
- 5) Obtain permission from the child and her or his guardian for all interviews, videotaping and, when possible, documentary photographs. When possible and appropriate, this permission should be in writing. Permission must be obtained in circumstances that ensure the child and guardian are not coerced in any way and understand they are part of a story that might be disseminated locally and

globally. This is usually ensured only if the permission is obtained in the child's language and if the decision is made in consultation with an adult the child trusts.

- 6) Pay attention to where and how the child is interviewed. Limit the number of interviewers and photographers. Try to make certain that children are comfortable and able to tell their story without outside pressure, including pressure from the interviewer. In film, video and radio interviews, consider what the choice of visual or audio background might imply about the child and her or his life and story. Ensure that the child will not be endangered or adversely affected by showing their home, community or general whereabouts.
- 7) If a child discloses bad practice during an interview (such as abuse, criminal activity or a violation of Save the Children policy), the person carrying out the interview should know the local procedures for reporting this. Staff should also be familiar with Save the Children's Child Safeguarding Policy.
- 8) No payments or any other form of compensation are to be provided to children or parents in exchange for their interview, photo or consent.

Guidelines for reporting on children

- 1) Do not further stigmatize any child. Avoid categorizations or descriptions that expose children to negative reprisals – including additional physical or psychological harm, or to lifelong abuse, discrimination or rejection by their local communities.
- 2) Always provide an accurate context for the child's story or image.
- 3) Do not give any information that could lead to a child being identified or traced. For example, if the child is from a small village, it might be easy for the child to be identified by another villager. Provide the region or district where the child lives, rather than naming the village. Do not name the school the child attends. Use first names only.
- 4) **Always change the name and obscure the visual identity** of any child who is identified as:
 - a) A victim of sexual abuse or exploitation,
 - b) A perpetrator of physical or sexual abuse,
 - c) Charged or convicted of a crime,
 - d) A current or former child combatant,
 - e) HIV positive, living with AIDS or has died from AIDS, unless the child, a parent or a guardian gives fully informed consent,
 - f) Or any child who does not wish to be named and identifiable, or whose parent/guardian does not wish the child to be named and identifiable.
- 5) **Always change the name and consider obscuring the visual identity** of a child identified as:
 - a) An asylum seeker, a refugee or an internally displaced person,
 - b) A beneficiary of Save the Children's domestic programs or a resident of a U.S. community,
 - c) Orphaned, abandoned or separated from parents/guardians. In the case of orphans, please be sure to mention when they are in the care of relatives or guardians.

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- 6) **Do not change a child's identity when it is important to the child and the story.** In certain cases, using a child's identity – name and/or recognizable image – is in the child's best interests. However, when a child's identity is used, he/she must still be protected against harm and supported through any stigmatization or reprisals. Some examples of these special cases are:
- a) When a child initiates contact with the reporter, wanting to exercise their right to freedom of expression and to have their opinion heard.
 - b) When a child is part of a sustained program of activism or social mobilization and wants to be so identified.
 - c) When a child is engaged in a psychosocial program and is claiming their name and identity as a part of their healthy development.
 - d) When a child has died and the parent/guardian wants the child's name to be used in order to raise awareness of a problem or change policy.
- 7) When changing a child's name to protect their identity, ask them at the time of the interview what name they would prefer to be known as. If the child does not state a preference for a certain name, work with someone from the community to select a name that is culturally appropriate given the child's gender, ethnicity, religious background, etc. Whenever possible, choose a name that is short and easily pronounced/understood by an audience that may be unfamiliar with the child's culture.
- 8) Confirm the accuracy of what the child has to say, either with other children or an adult, preferably with both.
- 9) When in doubt about whether a child is at risk, report on the general situation for children rather than on an individual child, no matter how newsworthy the story.
- 10) Do not invent a tragic future the child may face "if we don't help". If the child's image or story are to be used in this way, the child and parent or guardian must see the creative treatment and give additional consent.

Guidelines for use of videos and photos including children

Quality Indicator Definitions

- Clarity – Please take clear photos and videos, test sound quality and write conversationally while remaining grammatically correct.
- Composition – Videos, stories and images should convey a story with a clear beginning, middle and end or imagery that conveys emotion or action.
- Context – Include setting or background for the story or reference that references Save the Children's work. Describe the problem we are trying to solve or the solution to a problem. For example, feeding a hungry child or distributing books at a library.
- Compelling – Take pictures and videos that would make you want to stop what you are doing and take action.

Compliance Indicators

Protection:

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- Coverage (No private parts, ever. Very strict discretion around shirtless children to ensure asset does not serve as fodder for pedophiles.)
 - Dignity (Is the subject portrayed as a helpless victim, or as a brave survivor who is contributing to his/her own success?)
 - Care (Children in grave health or dangerous situations are not to be depicted without care – e.g. a baby alone and crying; under attack, severe acute malnutrition, fresh wounds or extreme physical trauma)
 - Released (Releases are required, some verbal in case of emergencies. Releases include informing the subject of the intended use of the photo and protecting the identity of high-risk children such as those in conflict settings, exploited workers, former slaves and those affected by deadly infectious diseases including HIV/ AIDS and Ebola.)

ANNEX II

PROGRAM VISIT CHILD PROTECTION GUIDELINES

Standards & Procedures for Child Safeguarding and Site Visits:

- I.1 Uphold the agency Child Safeguarding Policy standards through background checks, policy review, signed policy acknowledgements, briefings, and general application to all Save the Children site visitors. Examples of visitors include staff, interns, consultants, volunteers, vendors, policymakers, talent, corporate or foundation partners, board members, etc...

Procedure:

Before Site Visit:

- *Prior* to any contact with children, the Save the Children organizer of the site visit will provide expectations for site visits to visitor(s).
- The organizer of the site visit will provide a copy of Save the Children's child safeguarding policy to site visitor(s) prior to visit. Save the Children visitor(s) must review the policy and return a signed child safeguarding policy acknowledgement to the organizer of the site visit.
- Retain signed copies of child safeguarding policy acknowledgements per standard SC policies and practice.
- If a visitor participates in multiple visits annually, he/she only needs to sign a policy acknowledgement once each year.
- In some cases, staff at sites will have additional Child Safeguarding or Ethics Conduct forms for visitor(s) to review and sign.

- I.2 Adhere to the two-adult rule, as outlined in the Child Safeguarding Policy.

Procedure:

During Site Visit:

- Children must never be left alone with visitor(s). Save the Children staff must adhere to the two-adult rule: two or more adults are required to supervise all activities where children are involved and are present at all times.

- I.3 Protect the privacy and sensitive personal information of children and families.

Procedure:

Before Site Visit:

- Site staff must explain the content release form to all participants of the upcoming site visit, including all caretakers, guardians, parents of children at the site. If an adult or guardian/caretaker of a child has not signed the form prior to the visit, they cannot be included in photographs, video, quotes or other materials intended for publication, marketing or other use that are gathered during the visit. Copies of the release forms should be filed at the site as per standard SC policies and practices.

During Site Visit:

- Do not share children's full names or locations on social media. Turn off location devices that automatically populate the location on social media. Please follow Save the Children's safeguarding guidelines for social media and communications.

After Site Visit:

- Do not share children's full names or locations on social media. Please follow SC's child safeguarding guidelines for social media and communications.

I.4 Ensure all site visits are authorized, and visit procedures are followed.

Procedure:**Before Site Visit:**

- All site visitors must go a thorough background check in advance of the visit. The organizer of the visit must send the Save the Children representative a background authorization form in advance of the visit. The Save the Children visitor must complete, sign and return the form to the visit organizer. The Authorization to Obtain Background Reports form must be signed by hand in pen (electronic signatures are not acceptable). Save the Children does not require an original copy of the form: faxes, scans, and photocopies are fine.
- The background check is good for a year's time. The background check must be completed and cleared before the visit.
- The program office for the site must secure parental/guardian permission for the site visit via a signed consent form.

During Site Visit:

- If a visitor arrives at a program office or site unexpectedly requesting a site visit, staff should explain that a visit cannot take place because the proper forms and background checks have not been completed and notify the appropriate Focal Point of the request. Under no circumstances should a Save the Children guest visit a child, program or community unannounced.
- Visitors must not stay overnight with one or more children benefiting from Save the Children programs who are not part of their immediate or extended family, whether in their house, project premises or elsewhere.
- Sponsors/children may not visit children's/families' or sponsors' homes, respectively. Sponsor visits should take place in a communal, public location (e.g., not at the child's home).
- Sponsor site visits may not exceed two days.
- In the case of a violation pertaining to sponsor visits, the sponsorship relationship will be terminated if deemed necessary (after reviewed for severity of breach).

ANNEX III

CHILD SAFEGUARDING ACKNOWLEDGEMENT

I acknowledge that I have been provided with and have reviewed Save the Children USA's Policy on Child Safeguarding with the effective date of July 25, 2016 (the "Policy"). **I agree to comply with all aspects of the Policy, and I understand that my ongoing compliance with the Policy is a condition required for my participation in any visits to Save the Children program sites or any other Save the Children related activities.**

This Child Safeguarding Acknowledgement shall have effect for a period of one (1) year from the date on which it has been signed as indicated below.

Signature: _____

Name: _____

Date: _____

| | |
|---------------------------------------|--|
| Policies and Procedures Reference No. | COMPL-01.2 |
| Policy Title | Policy on Zero Tolerance for Fraud, Corruption, Bribery or Other Forms of Dishonesty Relating to Agency Operations and Related Policies and Procedures (“Zero Tolerance Policy”) |
| Category | Fraud and Compliance Issues |
| Author | Risk and Compliance Officer |
| Vice President with Oversight | Vice President and General Counsel |
| Approver | Senior Management Team |
| Purpose and Description | These policies and related procedures describe Save the Children’s “Zero Tolerance” approach to fraud, corruption, bribery or other forms of dishonesty relating to Agency operations, and reinforces our commitment to the highest standards of governance, fiduciary duty, responsibility and ethical behavior. |
| Compliance Requirement | <input type="checkbox"/> Statute: <input checked="" type="checkbox"/> Regulation: 48 C.F.R. Section 9.4; 2 C.F.R. 200.113 <input type="checkbox"/> Industry Standards: <input type="checkbox"/> Not Applicable |
| Audience | <input checked="" type="checkbox"/> SCUS <input checked="" type="checkbox"/> All Head Start <input checked="" type="checkbox"/> SCAN <input checked="" type="checkbox"/> Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products (collectively, “Partners”) |
| Effective date | June 29, 2015 |
| Revision date | June 29, 2018 |
| Retirement Rationale | N/A |

POLICIES

1. Zero Tolerance Policy

We have a **zero tolerance** policy with respect to fraud, corruption, bribery and other forms of dishonesty relating to Agency operations committed or attempted by all individuals and organizations covered by this policy. Every instance of fraud, corruption, bribery or other forms of dishonesty relating to Agency operations can undermine the viability of our organization, compromise the delivery of our services, breach the trust we have among our stakeholders, and diminish our impact for children. SCUS treats an attempted act of this kind of misconduct as seriously as an accomplished act.

Save the Children will therefore take all practicable steps to:

- Maintain this policy and an appropriate management framework that supports compliance with relevant regulations, laws, and our zero tolerance approach.
- Raise awareness of the policy and provide appropriate training for staff.
- Investigate allegations and incidents of fraud, corruption, bribery or other dishonesty relating to Agency operations and, where misconduct is deemed to have occurred, to take all appropriate actions, including legal, administrative or disciplinary proceedings (including termination), if appropriate, against those individuals or organizations covered by this policy.
- Comply with regulatory and other legal and donor requirements, including the reporting of any misconduct, and all steps as appropriate to recover financial losses.
- Review systems and procedures to prevent similar misconduct, and to ensure our commitment to integrity and accountability.

All employees and agents of SCUS who suspect any type of behavior that is inconsistent with this policy is occurring, has occurred, or may occur must report it in accordance with the “Reporting Fraud, Corruption, Bribery or Other Dishonesty Relating to Agency Operations” Procedure herein.

2. Policy on Accountability of SCUS Management

SCUS Management is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions, in light of any findings of fraud, with respect to relevant individuals (including those who committed fraud and/or anyone who knew of such fraud but failed to act), and take steps following any incidents of fraud to review controls and protocols to identify and address any gaps or weaknesses.

3. Policy on Whistleblower Protections

SCUS will not take any action against a person making an allegation of fraud, corruption, bribery, or dishonesty in good faith. A report of misconduct or concern may be made without fear of harassment, demotion, dismissal, disciplinary action, remedial action, suspension, threats or any method of retaliation by any party.

Any knowingly false or malicious allegations may, however, result in disciplinary action against the employee making the false allegation.

PROCEDURES

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|-----------|---|
| <p>I.</p> | <p>Prevention and Awareness of Fraud, Corruption, Bribery or Other Dishonesty Relating to Agency Operations</p> <p>All SCUS, SCAN and Head Start (collectively, “SCUS”) staff, interns, volunteers, and representatives covered by this policy must:</p> <ul style="list-style-type: none"> a) Read and comply with this Policy. Failure to comply with the Zero Tolerance Policy will be treated as a serious matter and may result in disciplinary or legal measures being taken. If you are aware of any allegations of misconduct, you must report it as described below in the Procedure “Reporting of Fraud, Corruption, Bribery or Other Dishonesty Relating to Agency Operations.” b) Behave in an honest manner while carrying out SCUS’s work and avoid even the appearance of impropriety. c) If you have reason to believe something is inaccurate in a document you are signing or distributing, you have an obligation to find out whether it is inaccurate and correct it, or report the concern to your supervisor. d) Ensure that you follow all appropriate SCUS policies and procedures to minimize the chance of dishonest behavior occurring. SCUS policies and procedures are created specifically to minimize fraud or unethical or illegal conduct. e) Familiarize yourself and comply with the “Conflict of Interest” provisions in the Code of Ethics and Business Conduct. Any supervisor made aware of a reported conflict of interest should consult with the Risk and Compliance Officer to ensure any conflicts are adequately mitigated. Evidence of the disclosure of the conflict of interest and the mitigation measures must be kept on file. For more information on how to identify and handle real or apparent conflicts of interest, refer to the Code of Ethics and Business Conduct. <p>Managers at all levels are responsible for ensuring those reporting to them are made aware of and understand this Policy and are given trainings as described above.</p> |
| <p>2.</p> | <p>Reporting of Fraud, Corruption, Bribery or Other Dishonesty Relating to Agency Operations</p> <p>A. <u>Reporting of Fraud, Corruption, Bribery or Other Dishonesty Relating to Agency Operations within SCUS</u></p> <p>SCUS staff, interns, volunteers, and representatives covered by this policy must report to their direct supervisor as soon as practicable any suspicion of misconduct covered by this policy relating to or having a nexus with SCUS programs or operations. If you feel you cannot raise the concern with your direct supervisor for any reason, you should contact the senior manager of your team or department. Alternatively, if you feel that you need to raise the issue outside your immediate team, you can report the matter confidentially to the Risk and Compliance Officer at hotline@savechildren.org, file an anonymous report on-line at SavetheChildren.EthicsPoint.com or anonymously via phone 844-287-1892 (in the US). If you are outside of the US and would like</p> |

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| | <p>to report by phone, go to SavetheChildren.EthicsPoint.com for a full listing of contact numbers by country.</p> <p>Failure to report a reasonable suspicion of misconduct in accordance with this Policy will be treated as a serious issue and may result in disciplinary action being taken.</p> <p>Any manager who receives a report of any allegation of fraud, corruption, bribery and other forms of dishonesty relating to Agency operations must forward the report as soon as practicable to the Risk and Compliance Officer at hotline@savechildren.org or file a report on-line at SavetheChildren.EthicsPoint.com.</p> <p>The Risk and Compliance Officer, and in his/her absence, the General Counsel, will report matters to regulators, auditors, the board/board Audit Committee, and law enforcement on behalf of Save the Children, as appropriate.</p> <p>Please note that when travelling or working overseas in SCI offices, you may also be required to report to SCI, and you should consult with Risk and Compliance Officer or General Counsel to confirm. However, you must also report any incidents or suspicions to SCUS as soon as practicable.</p> <p>B. <u>Reporting Fraud, Corruption, Bribery, or Other Dishonesty Relating to Agency Operations to Management and Oversight Entities</u></p> <p>The Risk and Compliance officer is responsible to immediately report credible allegations of fraud, corruption, bribery or other dishonesty relating to Agency operations to the relevant donor consistent with the applicable award conditions or regulatory or statutory requirements. The Risk and Compliance Officer also is responsible to report credible allegations of such misconduct to the appropriate entities within SCUS as soon as practicable.</p> <p>On a semi-annual basis, the Risk and Compliance Officer shall report all pending cases to the Senior Management Team and the Audit Committee of the Board of Trustees. The Risk and Compliance Officer shall immediately report all Exceptional Cases, as defined below, to the Senior Management Team and the Audit Committee of the Board of Directors.</p> |
| 3. | <p>Investigating and Follow-up of Fraud, Corruption, Bribery, or Other Dishonesty Relating to Agency Operations</p> <p>SCUS takes every allegation of fraud, corruption, bribery or other dishonesty relating to Agency operations seriously. The Risk and Compliance Officer (or in his/her absence, the General Counsel) is responsible to ensure all credible allegations relating to SCUS activities are logged and tracked in the SCUS central database.</p> <p>The Risk and Compliance Officer is tasked with following up with the other involved SCUS personnel to ensure all allegations are properly investigated and all appropriate corrective action and remedial measures are taken, including reimbursement to donors.</p> <p>Prior to the commencement of any investigation, the Risk and Compliance Officer should be consulted to discuss the nature of the allegation and the planned investigation. Exceptions to this requirement are permissible only under exigent circumstances, and require following the “Exceptions Approval Procedure” provided below.</p> <p>SCUS shall establish “Compliance Champions” who are trained on the specifics of the processes around fraud awareness, detection and investigation and will coordinate with the Risk and</p> |

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| | <p>Compliance Officer, and others as appropriate, when conducting any fraud investigation.</p> <p>SCUS staff, interns, volunteers and representatives covered by this policy must:</p> <ol style="list-style-type: none"> a) Cooperate fully with any investigation or inquiry by SCUS. b) Preserve all records relating to any alleged fraud. <p>Investigation in “Exceptional Cases”: In cases where the allegations relate to a member of the Extended Senior Management Team, where the potential loss exceeds \$50,000, or other exceptional cases (collectively, “Exceptional Cases”), the Risk and Compliance Officer shall consult with the General Counsel and others within the Senior Management Team, as appropriate, on how the investigation should proceed, including to determine whether SCUS should retain an external party to investigate the allegations.</p> |
| 4. | <p>Training</p> <p>All SCUS staff must undertake an initial training on the Zero Tolerance Policy and the SCUS Code of Conduct and Business Ethics within the first six months after induction to SCUS, and/or within the first three months following the promulgation of this policy, and must take refresher trainings every two years.</p> <p>In addition, all SCUS staff must take fraud training and awareness classes, as requested, and familiarize themselves with related SCUS (and, where applicable, SCI) policies. The Risk and Compliance Officer is responsible to ensure these trainings are provided.</p> |
| 5. | <p>Rules and Procedures Relating to SCUS Partners</p> <p>SCUS’s Partners (defined as sub-awardees (excluding Save the Children International), vendors, suppliers, consultants and others with whom we exchange anything of value for services or products) must:</p> <ol style="list-style-type: none"> a) Not commit fraud, corruption, bribery or other otherwise behave in a dishonest manner while carrying out work on behalf of or in connection with SCUS. b) Act in accordance with the spirit of this Policy. c) Immediately report any suspicion of fraud, corruption, or dishonesty in whatever form relating to its work with SCUS to their SCUS key contact. Alternatively, reports may be made directly to SCUS’s Risk and Compliance Officer at hotline@savechildren.org, or anonymously at SavetheChildren.EthicsPoint.com or anonymously via phone 844-287-1892 (in the US). If you are outside of the US and would like to report by phone, go to SavetheChildren.EthicsPoint.com for a full listing of contact numbers by country. d) Cooperate fully with any investigation or inquiry by SCUS. e) Preserve records required for an investigation. f) Implement measures sufficient to ensure that their employees and sub-contractors comply with this Policy. g) Agree to fully and timely reimburse SCUS for all liabilities, losses, costs, penalties, charges or other amounts incurred by SCUS due to a violation or breach by a Partner of this |



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| | <p>Policy.</p> <p>All agreements with Partners (as defined above) must include this Policy as an addendum and must include a provision in which the Partner agrees to comply with this Policy (subject to the Exception Approval Procedure contained herein).</p> |
|--|---|

TRAINING REQUIREMENTS

| Training Course | Who? | Frequency | Training moment |
|--|--|--|--|
| Zero Tolerance Policy and the SCUS Code of Ethics and Business Conduct | All | Upon induction, and then every two years | First six months after induction or within three months following the promulgation of policy |
| Fraud Awareness and Prevention | Extended Senior Management Team, Finance staff, Award Managers, Compliance Champions, and as requested by supervisor | Within six months following promulgation of this policy, upon induction as Compliance Champion, and then every two years | Within six months following promulgation of this policy, upon induction as Compliance Champion |
| Fraud Investigation Basics | Compliance Champions and others designated to conduct investigations | Upon designation, and then every two years | Within six months of designation |

MONITORING MECHANISMS

| What are you monitoring? | Data source | Action Owner | Escalation levels | Frequency |
|---|---|---|---|-----------|
| Policies and procedures are being communicated to relevant audience | Attestation Exception Aging Report from the Policies and Procedures Management System | Policies and Procedures Management System Administrator | Vice President(s) whom the relevant persons report to. | Annual |
| Relevant Trainings | Human Resources training tracker | Human Resources | Vice President(s) who has oversight of the policies and procedures manual(s). | Annual |

EXCEPTION APPROVAL PROCEDURE

| Procedure/ Action | Action Owner |
|--|---|
| Exceptions to this policy requires written approval by the Chief Operating Officer | Person seeking exception to policy |
| File and retain exception approval | Policies and Procedures Management System Administrator |

VERSION CONTROL

| Version number | Version Date | Revisions made |
|----------------|-------------------|--|
| COMPL-01.2 | June __, 2015 | Revision of existing Zero Tolerance Policy |
| COMPL-01.1 | November 23, 2013 | |

| | |
|---------------------------------------|---|
| Policies and Procedures Reference No. | MCM No. 1 |
| Policy Title | Policy on Social Media (“Social Media Policy”) |
| Category | Marketing and Communications |
| Author | Sr. Director, Social Business Strategy & Innovation |
| Vice President with Oversight | Vice President – Marketing & Communications |
| Approver | Senior Management Team |
| Purpose and Description | This policy establishes employees’ responsibilities regarding the use of personal and official Save the Children Social Media accounts while employed by Save the Children Federation, Inc. (“Save the Children US”). The purpose of this policy is to establish good use practices that will protect both the employee and Save the Children from damaging our reputation and putting our work at risk. |
| Compliance Requirement | <input type="checkbox"/> Statute: <input type="checkbox"/> Regulation: <input type="checkbox"/> Industry Standards: <input checked="" type="checkbox"/> Not Applicable |
| Audience | <input checked="" type="checkbox"/> SCUS (Save the Children US Staff) <input checked="" type="checkbox"/> All Head Start <input type="checkbox"/> SCAN* <input checked="" type="checkbox"/> “External Parties” such as donors, sponsors, sub-awardees, corporate partners, vendors, suppliers, consultants and others <input checked="" type="checkbox"/> Board of Trustees, Interns, and Volunteers *Save the Children Action Network, Inc. has its own Social Media Policy as a separate legal entity. |
| Effective date | March 1, 2017 |
| Revision date | March 1, 2017 |
| Retirement Rationale | N/A |

DEFINITIONS AND ACRONYMS:

Geotagging: the process of adding geographical identification metadata to various media such as a geotagged photograph or video, websites, SMS messages, QR Codes or RSS feeds and is a form of GPS (Global Positioning System) data. This data usually consists of latitude and longitude coordinates.

Internet: the global network of computing device networks.

Personally identifiable information (PII): any data that could potentially identify a specific individual such as first and/or last name, social security number, phone number, email, mailing address, date of birth, school or any combination thereof.

Public Communication: dialogue in the public sphere in order to deliver a message to a specific audience. Speaking events, newspaper editorials, advertisements, email, and Social Media are a few forms of public communication.

Social Media: forms of electronic communication/content used to share information, comments, messages, images, video and other content via a Social Network.

Social Network: A public or private dedicated website or other application that enables users to communicate with each other via Social Media. Examples of private Social Networks are Workplace by Facebook, Yammer, Sharepoint, Skype for Business, Viber, WhatsApp and examples of public Social Networks are Facebook, Twitter, SnapChat, Google+, LinkedIn, YouTube and Skype.

Website: a location on the graphical portion of the Internet typically abbreviated with WWW.

INTRODUCTION

This Policy is intended to provide guidelines to Save the Children US staff around the use of Social Media. It applies to all aspects of Social Media and Social Networking including any content you contribute personal sites, especially when referencing projects or programs on which you may be working.

This Policy will continually evolve as new technologies and Social Networking tools emerge—so it is important to periodically check for updates, which shall be appended at the end in the form of dated revisions.

Certain employees have been authorized to speak to the public as spokespersons. These policies and procedures are related to personal communications/networks and do not pre-empt this authorization. If you are communicating for or on behalf of Save the Children US, you should clearly state your role and be sure that any posting has been pre-approved by the VP of Marketing & Communications and/or his/her designee.

SCOPE

Save the Children US respects freedom of speech and employees' rights and this policy is not meant to infringe upon their personal opinions and/or personal communications. However, in the realm of online Social Networks, the lines are blurred between public and private, personal and professional.

The same principles and policies that apply to Save the Children US employees' activities offline, in general, apply to their activities online. Social Networking activities are subject to all of Save the Children US's policies, including but not limited to "SCUS Child Safeguarding Policy," "Code of Ethics and Business Conduct," "Commitment to Nonpartisan Status Policy," "Harassment Prevention and Sexual Harassment Prevention Policy" and "Use of Property and Electronic Technology Policy."

PROCEDURES

1. **Be Transparent:** You should clearly state that the views being expressed on Social Media are your personal views alone, and do not necessarily represent the views of Save the Children US or its partners. You may use a disclaimer such as "The opinions expressed are my own and do not necessarily represent the views of Save the Children" or a shorter form such as "my own personal views." The ideal place for this disclosure is in the account profile bio/about me section and not in each post. This does not apply if you are posting to internal channels (Workplace by Facebook, SaveNet, etc.). Contact information, such as phone number and email address should be your personal contacts and not your Save the Children contacts unless you are authorized to officially represent Save the Children US. For example, if you sign a petition not officially representing Save the Children US, you should always use your personal contact information (email, phone number, mailing address) and not contact information associated with or issued by Save the Children US.
2. **Be Sensible:** You should ensure that your personal online profile(s) and the content associated with you on the Internet is consistent with how you wish to present yourself to colleagues and constituents as well your friends and family. Use common sense when posting controversial content and if posting something gives you pause, then you should pause. You should assume that anything posted on Social Media even if it seems private, could become public.
3. **Be Truthful:** When posting, any and all statements about Save the Children US should be true and not misleading. In addition all claims about our programs and practices must be substantiated and if the source of the information is a third-party, it should be cited.
4. **Seek Consent:** Employees are required to protect the dignity and privacy of our beneficiaries in any Public Communication in accordance with Save the Children US Child Safeguarding Policy. When posting images or videos, you should check with Save the Children US program staff prior to publication to confirm that the beneficiaries have given permission to use their images publicly.
5. **Ask Permission:** Always get approval to post images from donors and/or colleagues with whom you might be traveling and who are personally identifiable by name or likeness in Social Media. Respect the property rights of others, only include your original content or be sure you have

permission to publish or reproduce material belonging to someone else in your Public Communication.

6. **Follow Terms of Use:** When posting, be sure you follow the terms and conditions for any sites which you may use. Social Media sites such as Facebook, Google+, Twitter, YouTube, and Pinterest all have rules and practices regarding what kind of activities, communications, and content is permitted or prohibited on their Websites. It is your responsibility to respect and adhere to these rules, as you could be ultimately responsible for any violations and jeopardize your participation on these sites.

WHAT TO AVOID

1. **Exact Location:** Do not disclose specific information regarding the location of our programs, or any information which could endanger the wellbeing of children or our staff. It is not permissible to publish exact locations (GPS coordinates, home address, or office address) of programs or location of country offices, except in an emergency. It is especially important that you do not give any information about a child that could lead to the child being traced.
2. **Personally Identifiable Information:** Do not reveal Personally Identifiable Information of yourself, other staff members, or our beneficiaries (children) except when permitted in this Policy.
3. **Internal Information:** Do not publish material about the internal operations of Save the Children US or its affiliates outside of the Agency's protected intranet environments (SaveNet, Workplace, etc.). Similarly, employees should not publish, share, or report on conversations that are meant to be private or internal to SCUS, our corporate partners or peer organizations.
4. **Legal Matters:** Do not comment on anything related to legal matters, litigation, or any parties with whom Save the Children US is in litigation without the appropriate approval from the Office of the General Counsel.
5. **Confidential Material:** While Save the Children US encourages our employees to share our Public Communications (for example the *Forced to Flee: 21st Largest Country* report) the publication of confidential material (i.e. technical or program methodologies; finances; resource strategies; and employment information or employee performance) is not permitted.
6. **Tradename/Logo:** Do not create Social Media accounts or Social Networks for personal or professional use using the "Save the Children" name or logo without prior written approval from the VP of Marketing and Communications.

NON-SECTARIAN, NONPARTISAN SPEECH AND ACTION

To maintain Save the Children US's independence and credibility and to preserve its status as a non-sectarian and nonpartisan organization, personal communications by Save the Children US staff on

sectarian or partisan matters should not be directly or indirectly attributed to or reasonably interpreted as statements by Save the Children US. Remember to use a disclaimer such as “my own personal views and do not represent those of Save the Children.” See our Commitment to Nonpartisan Status Policy.

Remember, the higher your position within our organization (e.g. AVP or above), the more difficult it will be to distinguish between a personal opinion and a statement made by or on behalf of Save the Children US.

USE OF SOCIAL MEDIA IN THE CHILD SPONSORSHIP CONTEXT AND DURING FIELD VISITS

All representatives or official guests of Save the Children US on project visits involving children must be advised of the terms of this Social Media Policy. Once at the project, there should be a verbal presentation made to the guests regarding appropriate conduct. Additional and more specific guidance on Social Media in relation to Child Sponsorship and Field Visits can be found in Exhibit A.

IN CASE OF DOUBT, MISTAKES, OR SUSPECTED POLICY VIOLATIONS

If you make a mistake in any Social Media you publish about Save the Children US, quickly make any necessary corrections/deletions, immediately advise your manager, and notify the VP of Marketing & Communications if necessary.

If you are unsure of any part of this policy, or what may be posted or not posted, please reach out to the Marketing & Communications Division/Social Media Unit (socialmedia@savechildren.org).

If you witness or suspect a policy violation, you should alert your manager or contact the Ethics Hotline: <https://SavetheChildren.EthicsPoint.com> or by phone at 1-844-287-1892 (in the USA) or 1-475-999-3292 (internationally).

CONSEQUENCES OF POLICY VIOLATION

Violation of Save the Children US policies may result in negative employment action, up to and including termination of employment. Any person who is aware of a possible violation of Save the Children US policies has the right and responsibility, and is strongly encouraged, to report such violations so Save the Children US can respond rapidly and take appropriate action.

NOTIFICATION REQUIREMENTS

| What are you monitoring? | Forum | Action Owner | Escalation levels | Frequency |
|---|-------------------|---|--|-----------------------------------|
| Policies and procedures are communicated to relevant audience | All Staff Meeting | Director, Internal Communications | VP, MCM | Upon publication (next available) |
| Policies and procedures are communicated to relevant audience | Savenet | Director, Internal Communications | VP, MCM | Upon publication |
| Policies and procedures are communicated to relevant audience | Weekly Word | Director, Internal Communications | VP, MCM | Upon publication |
| Policies and procedures are communicated to relevant audience | MCM SMT Meeting | SD, Social Business Strategy | AVP, Digital | Upon launch and revision |
| Policies and procedures are communicated to relevant audience | Digital Marketing | SD, Social Business Strategy | AVP, Digital | Upon launch and revision |
| Policies and procedures are communicated to relevant audience | Social Media | AD, Social Media & Community Management | SD, Social Business Strategy | Upon launch and revision |
| Policies and procedures are communicated to relevant audience | Sponsorship | Director, Sponsorship Retention Marketing | SD, Sponsorship Marketing, Acquisition & Retention | Upon launch and revision |
| Policies and procedures are communicated to relevant audience | SCUS Departments | AD, Social Media & Community Management | SD, Social Business Strategy | Biennially |

VERSION CONTROL

| Version number | Version Date | Revisions made |
|----------------|--------------|----------------|
| | | |

EXHIBIT A: USE OF SOCIAL MEDIA IN THE CHILD SPONSORSHIP CONTEXT AND DURING FIELD VISITS

Purpose: To document what Public Communication, Social Media and data can be posted online and via Social Networks by Save the Children US (SCUS) employees and External Parties such as donors, sponsors, sub-awardees, corporate partners, vendors, suppliers, consultants and others in relation to beneficiaries, sponsored children and their communities. This is meant to serve as an internal resource for use by SCUS employees when posting content online as official representatives of SCUS or on personal pages and for creating guidance for External Parties on what they can and cannot post online. The guidance is broken into three categories:

1. **Public Posting by SCUS Employee:** For donor/sponsor acquisition and retention materials on Public Websites, Social Media pages and general public marketing materials.
2. **Public Posting by External Parties:** Social Media posts and other Public Communication (e.g. blogs). Staff members who are not posting on official SCUS channels fall into this category.
3. **Private Posting by Sponsors only:** For sponsor retention experience only on password protected sponsorship portals.

| Social Media & Data | Public Posting by SCUS Employees | Public Posting by External Parties | Private Posting by Sponsors only |
|---|---|---------------------------------------|----------------------------------|
| Child photo/video (appropriately portrayed) | Yes ⁱ | Yes for Intl, No for US ⁱⁱ | Yes |
| Child first name | Yes ⁱ | Yes | Yes |
| Child last name | No | No | No |
| Child birth date | Yes for Intl, No for US ⁱⁱ | Yes for Intl, No for US ⁱⁱ | Yes |
| Child age | Yes | Yes | Yes |
| Child gender | Yes | Yes | Yes |
| Child language | Yes | Yes | Yes |
| Child sponsorship ID | No | No | Yes |
| Child interests & activities | Yes | Yes | Yes |
| Child chores | Yes | Yes | Yes |
| Child house type | Yes | Yes | Yes |
| Child parents' first name | Yes | Yes | Yes |
| Child parents' last name | No | No | No |
| Child parents' employment (generic) | Yes | Yes | Yes |
| Child sibling information | Treat content related to siblings under 18 the same as child content detailed in this document. You may treat content related to siblings over 18 similarly to child's parents. Should not be part of a stand-alone communication, can only be included as supporting details in sponsored child communication. | | |
| Child school participation | Yes | Yes | Yes |
| Child grade level & favorite subject | Yes | Yes | Yes |
| Child school name | No | No | No |
| Child school logo | No | No | No |
| Child school address | No | No | No |
| Child project participation | Yes | Yes | Yes |

| | | | |
|---|--|---|---|
| Child medical condition | On case by case basis, provided it does not compromise the child's dignity | | |
| Child disability | Not as a marketing product focus, but okay to use natural images that don't compromise the child's dignity | | On a case by case basis, provided it does not compromise the child's dignity |
| Child religion | No | No | No |
| Child letters and drawings | Excerpts only. No address or location, last name, ID, age or specific, sensitive or confidential info. Must comply with all data-sharing restrictions. | | Yes |
| Child home address | No | No | No |
| Child telephone number | No | No | No |
| Child email address | No | No | No |
| Child Social Media account names | No | No | No |
| GPS co-ordinates (geo-tagging) of any child's house, sponsored or other | No | No | No |
| GPS co-ordinates (geo-tagging) of any child photos, sponsored or other | No | No | No |
| Country name | Yes | Yes | Yes |
| Country information | Yes | Yes | Yes |
| Impact area name | Yes | Yes | Yes |
| Impact area info | Yes | Yes | Yes |
| Community photo/video with caption | Yes, provided image and caption comply with all data-sharing restrictions. No Geotagging. | Yes, provided image and caption comply with all data-sharing restrictions. No Geotagging. | Yes, provided image and caption comply with all data-sharing restrictions. No Geotagging. |
| Community/village ID number | No | No | No |
| Community/village name | Use larger geographic region when possible. If specificity is critical, consider changing a child's name for child safeguarding purposes. | No | Yes for Intl, No for US ⁱⁱ |
| General community information | Yes | Yes | Yes |
| SC national office address | Yes | Yes | Yes |
| SC field office address | Yes | Yes | Yes |

ⁱ Refer to the SCUS Child Safeguarding Policy for guidelines on when you should change the name and/or obscure the visual identity of a child.

ⁱⁱ Since the majority of our sponsors live in the U.S, there are more stringent requirements in place for children sponsored in our U.S. programs in order to further protect child privacy.



GENERAL EXPENSE DIRECT DEPOSIT AUTHORIZATION FORM

SCUS Contact Person: Carol Gibson
Phone: 859-899-1179
Email: apdept@savechildren.org

This authorization will remain in effect until I provide the company written notice of revocation. The notice of revocation must be provided in a manner specified by the company, or by providing to the same person or office to which this authorization was delivered.

I agree that the credit entries authorized by this agreement shall be subject to the rules of the National Automated Clearing House association or other applicable clearing system as in effect on the date of the transaction.

NAME: FEDERAL ID # (EIN):

ADDRESS:

ADDRESS 2: SUITE:

CITY: STATE: ZIP:

REMITTANCE ADDRESS (if different):

ADDRESS:

ADDRESS 2: SUITE:

CITY: STATE: ZIP:

CONTACT NAME: TITLE:

PHONE: () - FAX: () -

EMAIL:

Are you a small or minority owned business (CIRCLE ONE): Yes No

ATTACH A VOIDED CHECK

FINANCIAL INSTITUTION (BANK) NAME:

PHONE: () - ACCOUNT TYPE (CIRCLE ONE): CHECKING SAVINGS

BANK ACCOUNT #: ROUTING/ABA #:

For organizations outside the US:

COUNTRY:

BANK ACCOUNT #: SWIFT #:

Signature of Authorized Representative:

DATE: / /

Please send completed form and voided check to: 163 Old Todds Rd., Suite 175, Lexington, KY 40509

3. CONSENT CALENDAR: Action items:

3.9 School City Contract and Software license agreement
for 2017-2018

SCHOOLCITY CONTRACT AND SOFTWARE LICENSE AGREEMENT

This CONTRACT AND SOFTWARE LICENSE AGREEMENT is made and entered into as of July 1, 2017 ("Effective Date") between SCHOOLCITY INC. ("LICENSOR"), a California Corporation with its principal place of business located at 2900 Lakeside Drive, Suite 270, Santa Clara, CA 95054 and TIPTON ELEMENTARY SCHOOL DISTRICT ("LICENSEE"), with offices located at 370 North Evans Road, Tipton, CA 93272.

LICENSEE wishes to license LICENSOR's Software Programs. LICENSOR has agreed to provide such license services to LICENSEE, subject to the terms and conditions of this Agreement

1. DEFINITIONS

- 1.1 "Agreement" means this Agreement, the Service Level Agreement (Appendix A) and all of the Exhibits.
- 1.2 "Authorized User" means a user of the Software Program, as identified by a unique user id.
- 1.3 "Consulting Services" means any consulting and development services performed by LICENSOR to implement and customize the Software Program or to provide any modifications, enhancements, integration with third party software, updates, training or other changes requested by LICENSEE, or any other features and functionality above, beyond and outside of the features and functionality of the Software Program, that is not addressed or foreseen within the terms and conditions of this Agreement. Consulting Services will be governed by and in accordance with the terms and conditions of a separate consulting agreement
- 1.4 "LICENSOR's Software Programs" include programs owned and developed by LICENSOR
- 1.5 "LICENSEE Data" means the proprietary information input into the Software Program's information fields by LICENSEE or Authorized Users in the course of using the Software Program.
- 1.6 "Intellectual Property Rights" means patent rights, copyright rights (including, but not limited to, rights in audiovisual works and moral rights), trade secret rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction.
- 1.7 "License Fees" means the fees payable for the license granted pursuant to this Agreement, by LICENSEE to LICENSOR.
- 1.8 "Maintenance and Support" means any bug fixes, updates and upgrades that LICENSOR may provide or perform with respect to the Software Program, as well as any other support services provided to LICENSEE hereunder, all as further described in, pursuant to and governed by the Service Level Agreement (SLA), Appendix A.
- 1.9 "Updates" means permanent solutions developed for software errors that are incorporated from time to time in planned updates to the Software Program.
- 1.10 "Upgrades" shall mean new modules that adds new functionality not present in the Software Program or enhances existing functionality in the Software Program and that LICENSOR elects in its discretion to make available at additional cost to LICENSEE. Each Upgrade shall have a new decimal number identifying the version of the Software.
- 1.11 "Third Party Software" shall mean all software licensed to the LICENSOR as well as programs provided through a partnership agreement with another vendor.

2. LICENSE

- 2.1. Subject to the terms and conditions of this Agreement and Exhibits, LICENSOR hereby grants LICENSEE a subscription based, non-exclusive, non-transferable license under LICENSOR's Intellectual Property Rights to allow Authorized Users to access to LICENSOR's Software Programs listed in Exhibit A.

3. OWNERSHIP

- 3.1. LICENSEE acknowledges and agrees that LICENSOR's Software Programs are proprietary to LICENSOR, including all copies, regardless of media and will at all times remain the property of LICENSOR or its licensors as applicable. LICENSOR does not convey any proprietary interest in and to the Software Programs to LICENSEE and LICENSEE will have no right, title or interest therein other than the license rights set forth herein.
- 3.2. LICENSOR acknowledges and agrees that LICENSEE shall retain ownership of all LICENSEE's student and other data imported into the software during the life of this Agreement ("LICENSEE's data"). Upon the termination of this agreement, LICENSOR agrees to return the LICENSEE's data to the LICENSEE in the form of an industry standard data extract at no charge. LICENSOR shall remove and/or destroy the LICENSEE's data from any and all LICENSOR's computer servers and systems within sixty (60) days of the date of termination.

4. FEES AND EXPENSES

- 4.1. LICENSEE shall pay any applicable subscription License Fees set forth in a LICENSOR generated invoice as per the **Exhibit A**. LICENSOR per-student License Fees are calculated by using the most current Student Enrollment numbers and multiplying by the per student license fee. LICENSOR per-site (school) License Fees are calculated by using the number of sites desired and multiplying by the per-site license fee. The Student Enrollment numbers and number of sites are set forth in **Exhibit A**.
- 4.2. Any fees for a particular month, including but not limited to License Fees and any Consulting Fees, are payable on or before the fifteenth day following the end of that month, or the month in which the applicable invoice was sent to LICENSEE by LICENSOR ("Due Date"). If LICENSOR has not received payment within thirty days (30) days after the Due Date, interest shall accrue on past due amounts at the rate of 1.5% per month or the maximum allowed by law, whichever is less, commencing on the due date and continuing until fully paid. .
- 4.3. Any custom programming or support required by LICENSEE from LICENSOR for any expansion, integration, maintenance or customization, which is not dealt with in this Agreement shall be considered Consulting Services pursuant to the fees and terms generally described in a separate agreement.

5. DEPLOYMENT

- 5.1. **Implementation:**
 - 5.1.1. **Hosting:** Access to LICENSOR's Software Programs will be provided via secure servers located at an off-site location. Hosting fees (if applicable) are described in **Exhibit A**.
 - 5.1.2. **User Participation:** LICENSEE's appropriate and authorized staff will have access to all LICENSOR Software Programs as set forth in **Exhibit A**.
 - 5.1.3. **Billing:** Invoices will be generated as described in **Exhibit A**.
- 5.2. **Support:** The support shall be as per the Service Level Agreement (SLA) in **Appendix A**.
- 5.3. **Training:** All training will be held at the District or School premises. Training material and equipment will be provided by the District. Training services (if applicable) are described in **Exhibit A**.
 - 5.3.1. **Cost and Group Size:** Each training session shall be limited to no more than 30 users. Additional training may be purchased as per pricing shown in **Exhibit A**.
- 5.4. **Modification to LICENSOR Software Programs**
 - 5.4.1 Any modifications to LICENSOR Software Programs that pertain to this Agreement are set forth in **Exhibit A**.

6. WARRANTY

- 6.1. LICENSOR Software Programs. LICENSOR warrants that the LICENSOR Software Programs [shall be performed consistent with generally accepted industry standards] provided that, such warranty shall not apply to the extent any failure to perform that is caused by use of the LICENSOR Software Programs contrary to LICENSOR's instructions or modification or alteration of the LICENSOR Software Program by any party other than LICENSOR.
- 6.2. Curriculum Standards. THE LICENSOR contracts with Academic Benchmarks, Inc. to provide updated curriculum standards for Licensor's Software Program. Accordingly, the LICENSEE accepts the products, sites and services related to the curriculum standards provided by Academic Benchmarks Inc. "as is" and "as available" without any warranty whatsoever as to the performance or results licensee may obtain from use of the products, services or sites. Licensor makes no warranty that use of the products or services or access to the sites will be uninterrupted, timely, secure or error-free. Any content downloaded or otherwise obtained from the sites and any content aligned using the system is done at licensee's discretion and risk, and licensee will be solely responsible for any damage to licensee's computer system or loss of data that results from the download of any such content. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCTS, SERVICES AND SITES, THE CONTENT RECEIVED AS PART THEREOF AND THE CONSEQUENCES OF ANY ACTION TAKEN BY LICENSEE BASED UPON THE SAME.
- 6.3. **Disclaimer.** OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON LICENSOR AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

7. CONFIDENTIALITY

- 7.1 Definition. By virtue of their activities in conjunction with this Agreement, the parties may have access to each other's Confidential Information. "Confidential Information," as used in this Agreement, means information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information in Section 8.2 below, whether delivered by the disclosing party ("Disclosing Party") to the receiving party ("Receiving Party") before or after the Effective Date. The Parties agree that for purposes of this Agreement, Confidential Information shall include the following types of information:
- 7.1.1. All data, documents, materials, drawings and information marked "Proprietary" or "Confidential" by the Disclosing Party;
- 7.1.2 Student/Parent data, including Student/Parent lists, names of existing, past or prospective LICENSEE students, parents, faculty, staff or alumni and their representatives, data provided by or about prospective, existing or past Students/Parents/Grandparents of Students/Faculty/Staff/Alumni such as names addresses, phone numbers, financial information, grades, or other personal information.
- 7.2. Except for the information described in 7.1.2 above, a party's Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is disclosed by the Disclosing Party to third parties, without restriction on disclosure; or (e) is independently developed by the Receiving Party, which independent development can be shown by written evidence.
- 7.3 Return of Confidential Information. The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Upon the written request of the Disclosing Party, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 7

8. TERM AND TERMINATION

- 8.1. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue for up to three (3) years. Thereafter, LICENSEE shall have the option to renew this Agreement for subsequent successive one-year periods. LICENSOR reserves the right to increase or decrease the license fees for each of the successive one-year periods. LICENSOR will provide LICENSEE with sixty (60) days prior written notice of pricing changes if they occur. Notwithstanding the above, LICENSEE may terminate this Agreement upon the first or any subsequent successive anniversary of the Effective Date with no penalty; provided that, LICENSEE provides LICENSOR at least sixty (60) days prior written notice thereof.
- 8.2. Termination for Breach. If a party is in material breach of this Agreement (the "Defaulting Party"), and the Defaulting Party does not remedy that breach or default within thirty (30) calendar days after receipt from the other party of written notice of breach, the non-defaulting party shall after the expiration of such thirty (30) calendar day period have the right to terminate the Agreement. Termination of this Agreement shall be without prejudice to any other rights or remedies that the non- defaulting party may have in law.
- 8.3 Termination for Force Majeure. Neither party shall be liable for any default in its obligations under the Agreement resulting from causes beyond its reasonable control (an "Event of Force Majeure") which shall include without limitation, acts of God, embargoes, governmental restrictions, strikes, riots, wars or other military action, civil disorders, rebellion, fires, floods, vandalism by any third parties, external sabotage, or other uncontrollable acts by any third parties.
- 8.4 Use of Proprietary Programs. Upon termination of this Agreement, the LICENSEE shall discontinue the use of the LICENSOR's Software Programs and Third Party Software and uninstall and remove all programs and applications provided under this Agreement from their systems.

9. INDEMNIFICATION

- 9.1. Indemnification. Except as provided in Section 6 (Warranty), LICENSEE assumes sole responsibility for use of the LICENSOR Software Program by LICENSEE and Authorized Users, including all results obtained from, and conclusions drawn from, such use. LICENSEE shall be solely responsible for the determination, application, enforcement, liability or defense of any terms and conditions of any agreement it decides to enter into with Authorized Users or any other third party. LICENSOR shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to LICENSOR by LICENSEE in connection with the Delivery of the Software Program, the Consulting Services or any actions taken by LICENSOR at LICENSEE's direction.

10. LIMITATION OF LIABILITY

- 10.1. EXCEPT FOR BREACH OF THE PROVISIONS IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY).
- 10.2. Notwithstanding the foregoing provision, in case of a breach of the Warranty, Licensee's exclusive remedy is as follows: Licensee will return all copies of the Software to Licensor, at Licensee's cost, along with proof of purchase. At Licensor's option, Licensor will either send Licensee a replacement copy of the Software, at Licensor's expense, or issue a full refund.

11. GENERAL.

- 11.1. Other Projects. This Agreement shall not prevent LICENSOR from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided hereunder.
- 11.2. Privacy Law. With regard to this Agreement, LICENSOR and LICENSEE agree to abide by the No Child Left Behind Act Publication 107-110, Family Educational Rights and Privacy Act (FERPA) and California law AB 1584, Education Code, Section 49073.1. LICENSOR's Privacy Policy can be found on its public website at www.schoolcity.com.
- 11.3. Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions.
- 11.4. Jurisdiction. Any legal action or proceeding relating to this Agreement shall be exclusively instituted in a state court in Santa Clara County, California, or in a federal court in the Northern District of California.
- 11.5. Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 11.6. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- 11.7. Change Process. Upon written notice to LICENSOR, LICENSEE may modify, change or add to the services without impairing, affecting or voiding this Agreement. A "Change Request Form" (CRF) will be the vehicle for communicating change. A CRF that has been signed by all parties will become an automatic amendment to this Agreement. Any changes may incur additional cost.
- 11.8. Survival. The parties agree that their respective obligations under Sections 1 (Definitions), 3 (Ownership), 4 (Fees and Expenses), 6 (Warranty), 7 (Confidential Information), 8 (Term and Termination), 9 (Indemnification), 10 (Limitation of Liability), 11 (General) and 12 (Third Party Provisions) will survive any termination of this Agreement.
- 11.9. Applicability of third party provisions. If the LICENSEE does not avail the use of any Third Party Software, the provisions and references to Third Party Software shall not apply to the LICENSEE.

12. Third Party Provisions

- 12.1. The LICENSOR has been granted licenses to distribute certain third-party software. As a condition of those licenses, the LICENSOR is required to distribute the software subject to specific terms and conditions, which may be different from or additional to those contained in this Agreement. The current applicable provisions are provided herein:
- 12.2. RapidResponse™ Assessments and Item Bank
- 12.2.1. LICENSE GRANT: The LICENSEE is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the RapidResponse Assessments and Item Bank within the State in which the LICENSEE is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the assessments or items from SchoolCity's RapidResponse™ Assessments and Item Bank (referred to herein as "RapidResponse") to students registered within the LICENSEE's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). All rights, licenses and privileges not expressly granted to the LICENSEE under the License will remain exclusive to LICENSOR. Without limiting the generality of the foregoing, the LICENSEE acknowledges that LICENSOR retains all rights under copyright and all other intellectual property rights in and to RapidResponse. The LICENSEE'S rights to access and use RapidResponse, the Items and all modifications and derivative works thereof shall terminate upon termination of the agreement between the LICENSEE and LICENSOR. LICENSEE acknowledges that use of RapidResponse Items and all modifications and

derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of LICENSEE's proprietary rights.

12.2.2. LICENSOR REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. LICENSOR represents that it has the right to grant this License. LICENSOR MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. LICENSOR IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. LICENSOR WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (B) FOR FAILURE TO USE THE ITEMS IN ACCORDANCE WITH THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR.

12.2.3. In no event shall LICENSOR be liable for consequential, incidental, punitive or other indirect damages. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO LICENSOR BY OR ON BEHALF OF THE LICENSEE PURSUANT TO THE LICENSE OR THE LICENSEE'S AGREEMENT WITH LICENSOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

12.3. Any use of Third Party Software used by the LICENSEE which shall be returned to the LICENSOR in the time and manner specified for such Third Party Software in Section 12 (Third Party Provisions) of this Agreement.

In Witness Whereof, the parties have caused this Agreement to be signed by their duly authorized representatives.

SCHOOLCITY, INC.
(LICENSOR)

TIPTON ELEMENTARY SCHOOL DISTRICT
(LICENSEE)



Signature: _____

Name: Vaseem Anjum

Title: President/CEO

Date: 7/1/2017

Signature: Anthony Hernandez

Name: Anthony Hernandez

Title: CO-Superintendent

Date: 7/12/17

Processing Instructions:

1. District should send a **signed original** and a valid Purchase Order document to SchoolCity.
 - a. Documents can be faxed to (650) 963-3293 or emailed to contracts@schoolcity.com.
2. District should remit payment (as per the SchoolCity Invoice) to the address below
 - a. SchoolCity Inc., 2900 Lakeside Drive, Suite 270, Santa Clara, CA 95054, Attn: Contracts

APPENDIX A
SCHOOLCITY SERVICE LEVEL AGREEMENT

The SchoolCity CustomerFirst Support Program (CFSP) provides our valued customers with ongoing technical support, enhancements and new versions of our products as they are released in the market. This Service Level Agreement ("SLA") is an agreement between SchoolCity Inc. (LICENSOR) and (LICENSEE) under the terms and conditions specified in this document and applicable amendments or appendices.

LICENSOR and the LICENSEE hereby agree that the following terms and conditions shall govern the delivery of support services by LICENSOR to LICENSEE under the LICENSOR CFSP with respect to applicable LICENSOR products ("Products") as set forth in **Exhibit A**:

1. **SLA Objectives and Effective Date:** This SLA outlines the parameters of all services covered as they are mutually understood by the parties. This SLA shall be effective on the date of signing of this Agreement by the parties.
2. **Support Process:** LICENSOR will provide direct (level 1) technical support under this SLA to LICENSEE's technical and district/administration staff. LICENSEE will provide direct (level 2) technical support under this SLA to LICENSEE's school staff (teachers, principals etc.). Support such as on-site assistance and support, end user training is not covered under this SLA and may be purchased under a separate Consulting agreement or on a time and materials basis by LICENSEE.
3. **Services Provided:** The service provided to LICENSEE includes support for LICENSOR products licensed to LICENSEE.
4. **Exclusions.** LICENSOR shall not be required to provide any services relating to problems arising out of (i) LICENSEE or Authorized User's use of the Products in a manner for which they were not designed, (ii) LICENSEE or Authorized User's negligence, lack of training, lack of follow up by LICENSEE technical staff, trained staff turnover at the LICENSEE or with LICENSEE's Authorized Users, misuse or modification of the Products, (iii) versions of Products other than the most recent released version, or (iv) LICENSEE provides erroneous, outdated or incomplete data.
5. **Term and Termination.** This SLA shall terminate immediately upon the termination of the Agreement.
6. **Warranty and Disclaimer.** LICENSOR will use reasonable commercial, industry level efforts to provide the Services under this Agreement in a professional manner; LICENSOR cannot guarantee that every question or problem raised by the LICENSEE or the LICENSEE's technical staff will be resolved. Nothing in this Agreement shall be construed as expanding or adding to the warranty for the LICENSOR Software Program in the Agreement.
7. **LIMITATION OF LIABILITY.** LICENSOR'S LIABILITY UNDER THIS SLA IS LIMITED TO THE AMOUNTS PAID BY LICENSEE FOR THE SERVICES ORDERED BY LICENSEE FOR THIS SUPPORT AGREEMENT. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
8. **Additions.** Any changes to this SLA shall be communicated to the LICENSEE in writing and such changes will be governed by the terms of this SLA.
9. **LICENSOR Responsibilities:** LICENSOR agrees to
 - (a) Resolve problems with LICENSOR products and notify LICENSEE of resolutions to problems in a timely manner, as set forth in the Response and Resolution Target section of this SLA for further information.
 - (b) Maintain procedures to monitor and verify LICENSOR's performance under the CFSP and LICENSEE satisfaction. Maintain a log of LICENSEE feedback, observations, suggestions and complaints.
 - (c) Provide advance notice to LICENSEE of scheduled software and hardware maintenance.
10. **LICENSEE Responsibilities:** LICENSEE agrees to:
 - (a) Send LICENSOR a clear description of the perceived performance issue, defect or software bug in writing (or symptom of defect).
 - (b) Provide reasonably conclusive evidence that the problem is (or is highly likely) caused by a LICENSOR product or service, including, if deemed necessary by LICENSOR, a test case that reproduces the defect.

- (c) Provide the operating system setup, browser version and other pertinent information such as other applications running on the specific computer on which the software defect or bug was observed, screen shots of the perceived software bug, all data and files needed for LICENSOR to re-create the perceived software bug.
- (d) Make available to LICENSOR a qualified and responsive engineer or user capable of executing tests or trials remotely, and communicating additional facts or properties, as may be needed from time to time, to assist LICENSOR in diagnosing and resolving the problem.

11. Policies and Procedures:

- (a) LICENSOR will provide support for software as specified in Exhibit A. Software and hardware not specified in Exhibit A and or in the License Agreement are not covered.
- (b) LICENSOR will be available via telephone and email during regular business hours, 4:00 AM to 5:00 PM (Pacific), Monday through Friday, excluding predetermined holidays.
- (c) A good faith, industry acceptable effort will be made to resolve issues as expeditiously as possible.
- (d) Problem prioritization is the mutual responsibility of LICENSEE and LICENSOR.

12. RESPONSE AND RESOLUTION TARGETS:

| Service | Definition | Response |
|-----------|--|---|
| Scheduled | Routine maintenance and software updates. These should be requested by email or by phone. | Response within 2 business days. Resolution within 5 business days. |
| Expedited | Problems for which solutions exist. These can be requested by email or phone. | Response within 8 business hours. Resolution within 2 business days if resolvable by LICENSOR. |
| Emergency | Outages involving critical software or hardware. These can be requested by email or phone. | Response within 2 business hours. Resolution within 4 business hours if resolvable by LICENSOR. |

- 13. Absent specific prioritization and other considerations, LICENSOR will respond to requests for assistance in the general order that they are received and will make every effort within the timeframes listed above. Please note that integrated software and content provided by third parties may take longer and be dependent on the 3rd party's resolution.
- 14. LICENSOR values all of its customers. Problem resolution commitments are based on LICENSOR's best efforts. In some cases LICENSOR may make exceptions to accommodate customer needs, but these will be evaluated on a case-by-case basis.
- 15. **Escalation:** In the event that a full solution to a LICENSEE problem cannot be provided in a time frame acceptable to the LICENSEE, the LICENSEE may escalate the problem. It is LICENSOR's objective to be an excellent partner, and it may be possible to reprioritize requests based on special needs, circumstances, or business opportunities. The LICENSEE may request that the Support Manager escalate their issue to the President, and Chief Executive Officer.
- 16. **Support Contact Information:** Support Phone: 800-615-0254 (toll free), Email: support@schoolcity.com
- 17. **Fees:** All fees are as set forth in Exhibit A.
- 18. In the event of a conflict between the terms of the Agreement and the terms of this SLA with respect to the provision of services contemplated under this SLA, the terms of this SLA shall control.

APPENDIX B
CALIFORNIA ASSEMBLY BILL NO. 1584 COMPLIANCE

As of January 1, 2015, the California State Assembly enacted a new law, AB No. 1584, Education Code, Section 49073.1 addressing privacy of pupil records. Appendix B is SchoolCity's response to the requirements listed in AB No. 1584. SchoolCity's current Privacy Policy can also be viewed by going to www.schoolcity.com.

California Assembly Bill No. 1584 Provisions

1. A statement that pupil records continue to be the property of and under the control of the school district.
 - a. SchoolCity complies with this provision.
 - b. SchoolCity ensures that pupil records are the property of and under the control of the school district or local education agency. See also paragraph 3.2 of the SchoolCity License Agreement.
2. A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.
 - a. SchoolCity complies with this provision.
 - b. Contact SchoolCity with requests to 800-343-6572, or info@schoolcity.com.
3. A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.
 - a. SchoolCity complies with this provision.
 - b. SchoolCity prohibits using any student information for any purpose outside those required or permitted by contract.
4. A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.
 - a. SchoolCity complies with this provision.
 - b. Contact SchoolCity with requests to 800-343-6572, or info@schoolcity.com.
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records.
 - a. SchoolCity complies with this provision.
 - b. SchoolCity ensures that staff are trained and systems are in place to provide required security and confidentiality of student records.
6. A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.
 - a. SchoolCity complies with this provision.
 - b. In the unlikely case of an unauthorized disclosure of student records, SchoolCity will make every effort to notify the affected parents or legal guardian.
7. A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (NOTE: These requirements do not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account).
 - a. SchoolCity complies with this provision.
 - b. SchoolCity ensures that student data is destroyed after completion of the terms of our contract.
 - c. It is SchoolCity policy to remove and/or destroy student data (pupil records) from any and all SchoolCity computer servers and systems within sixty (60) days of the date of termination. See also paragraph 3.2 of the SchoolCity License Agreement.
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).
 - a. SchoolCity complies with this provision.
 - b. See SchoolCity's Privacy Policy posted at www.schoolcity.com
9. A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.
 - a. SchoolCity complies with this provision.
 - b. It is SchoolCity policy not to sell, trade, or rent personal identification information in student records to anyone outside our organization.
 - c. See SchoolCity's Privacy Policy posted at www.schoolcity.com

EXHIBIT A: COST

| | | | |
|-----------------------|-----------------------------------|------------------------|--------------|
| District Name: | Tipton Elementary School District | Effective Date: | July 1, 2017 |
| Student Count: | 564 | Renewal Date: | July 1, 2018 |
| School Count: | 1 | State Code: | 5472215 |

| Software License and Service Fees: | Cost per unit | Units | Total |
|---|---------------|--------------|----------------|
| SchoolCity SUITE Assessment Software License | \$6.50 | 564 students | \$3,666 |
| RapidResponse™ Assessments | Waived | 564 students | \$0 |
| Total License and Service Renewal Fees | | | \$3,666 |

Notes:

1. FAIB item bank has been removed from the 16-17 renewal.
2. Unless otherwise stated, this agreement supersedes any previous proposals or agreements, modifications may affect pricing.

Modules and Services Included:

- **SchoolCity SUITE:** Includes ongoing software maintenance, applicable upgrades, and customer technical support, SaaS hosting services, Dashboard Reporting, Assessment Creation, Plain-paper scanning, Online Assessment Delivery, Student Portal, and Teacher Resources.
- **RapidResponse™ Assessments:** Includes premade mini interim assessments, and an item bank with items written to Common Core Standards in Math and ELA for grades K-12. Provided by SchoolCity.

Additional Modules Available for Purchase:

(Contact your SchoolCity Representative for pricing or to purchase additional items or call 800-615-0254.)

- FAIB Item Bank
- INSPECT™ Assessments and Item Bank
- GradeCam™ Third-party document camera scanning software
- SPARCS™: Includes SARC, SPSA and LCAP templates for reporting.
- Training Services

EXHIBIT B: STUDENT ENROLLMENT BY SCHOOL AND DISTRICT

The list below represents the school sites to be included under the Agreement, the associated student enrollment for each and a total for the district. The enrollment data is based on the most recent state enrollment data. The student count will be reviewed annually during the renewal period. Current numbers are used in calculating annual license fees.

| Count | School Sites |
|-------|---|
| 1 | Tipton Elementary |
| | |
| | Total Student Count- 564 Total School Count- 1 |

Source Used for Enrollment: Dataquest 2016-2017 enrollment count total
 School(s) Excluded from License: None

3. CONSENT CALENDAR: Action items:

3.10 Agreement with TCOE for psychological services

AGENCY AGREEMENT

THIS AGREEMENT is entered into between the **TULARE COUNTY OFFICE OF EDUCATION**, referred to as **SUPERINTENDENT** and **TIPTON SCHOOL DISTRICT**, referred to as **DISTRICT**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of **July 1, 2017** and shall expire on **June 30, 2018**.

2. **SERVICES:** SUPERINTENDENT shall provide DISTRICT with **0.5** days per week of psychological services, which include:

Behavior Analysis and Intervention:

 - Conduct Functional Behavior Assessments.
 - Design and implement research/evidence based behavior intervention plans.
 - Model and monitor effective behavior interventions.
 - Data collection and Progress Monitoring input and oversight.

Conduct Psycho-Educational Assessments:

 - Present psycho-educational assessment results to the IEP team.
 - Provide written psycho-educational assessment report to all IEP team members.
 - Input assessment data into the IEP prior to the IEP meeting.
 - Present assessment findings at the scheduled IEP team meeting.

Consultation and Collaboration:

 - On-going coordination/collaboration with all student stakeholders.
 - Provide professional development in-service training opportunities to school site (per request).

Short-Term Counseling for School-Based Difficulties (individual/small group):

 - Social Skill development.
 - Anger Management.
 - Problem-Solving skill development.
 - Crisis response and emergency intervention.

Student Study Team (SST) and Individualized Education Program (IEP):

 - Attend and participate in SST/IEP meetings (as needed).
 - On-going collaboration with other SST/IEP team members.

3. **COST OF SERVICES:** DISTRICT shall pay SUPERINTENDENT **\$17,575.00** for the services described above, not to exceed the sum of **\$17,575.00**.

4. **METHOD OF PAYMENT:**
 - a. SUPERINTENDENT shall transfer this sum from the funds of the DISTRICT to the County School Service Fund at **May 31, 2018**.

5. **INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.


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


DISTRICT

Miguel A. Guerrero, Ed.D., Superintendent
 Tipton School District
 370 N. Evans
 PO Box 787
 Tipton, CA 93272

SUPERINTENDENT

Tammy Bradford, Assistant Superintendent
 Special Services
 Tulare County Office of Education
 P.O. Box 5091
 Visalia CA 93278-5091

By: 

By: 

Date: 7-26-17

Date: 5-26-17

TCOE Program Information

Contact Person and Phone No: Joe Martinez, Director-Psychological Services
 730-2910 Ext. 5164
 Budget Number: 010-00014-0-0-8699

Please return an original copy to:

Tulare County Office of Education
 Tammy Bradford, Assistant Superintendent
 P.O. Box 5091
 Visalia, CA 93278-5091

4. ADMINISTRATIVE: Action items:

- 4.1** Set date for Public Hearing regarding sufficiency of Instructional Material for the 2017-2018 school year

Tulare County Office of Education

Committed to Students, Support and Service

Jim Vidak
County
Superintendent
of Schools

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

(559) 733-6300
tcoe.org

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

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

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

Instructional Services
(559) 733-6328
fax (559) 739-0310

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

Main Locations

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

Doe Avenue Complex
7000 Doe Ave.
Visalia

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

July 2017

TO: District Superintendents and Business Managers

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

RE: INSTRUCTIONAL MATERIALS FUND
FISCAL YEAR 2017-2018

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

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

The following samples are enclosed:

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

**Please send a copy of the completed resolutions (by September 30, 2017) to:
Shelly DiCenzo, Administrative Services
Tulare County Office of Education
PO Box 5091
Visalia CA 93278-5091**

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

CW/sd
Enclosures

4. ADMINISTRATIVE: Action items:

- 4.2** Board Resolution #2017-2018-05, Spending Determination for Funds Received from the Education Protection Account pursuant to Article XIII

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

In the Matter of the Spending Determination
for Funds Received from the Education
Protection Account pursuant to Article XIII,
Section 36 of the California Constitution

RESOLUTION No. 2017-2018-05

RECITALS

1. The voters approved Proposition 30 on November 6, 2012;
2. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;
3. The provisions of Article XIII, Section 36(e) create in the state General Fund an Educational Protection Account to receive and disburse the revenues derived from the incremental increases in taxes by Article XIII, Section 36(f);
4. Before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;
5. If the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;
6. All monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;
7. Monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;
8. A community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

9. The governing board of the district shall make the spending determination with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;
10. The monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;
11. Each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;
12. The annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;
13. Expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Tipton Elementary School District;
2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of the Tipton Elementary School District has determined to spend the monies received from the Education Protection Account as attached.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular meeting held on August 1, 2017, by the following vote:

AYES:

NOES:

ABSENT:

I, Stacey Bettencourt, secretary of the governing board of the Tipton Elementary School District, do hereby certify that the foregoing Resolution was duly passed and adopted by said Board, at an official and public meeting thereof, this 1st day of August, 2017.

Date: August 1, 2017

Secretary, Board of Trustees

4. ADMINISTRATIVE: Action items:

4.3 Approval of Co-Superintendent of Business Services
Salary Schedule

Tipton Elementary School District Co-Superintendent Salary Schedule

2017-2018 (Effective July 1, 2017)

| | Days | Hourly | Daily | Monthly | Yearly |
|---|------|--------|--------|---------|--------|
| Co-Superintendent Business Services 214 Days | 214 | 58.41 | 467.29 | 8333.34 | 100000 |

| | | |
|----------------|---------|---|
| Master Stipend | \$1,000 | (Payable evenly in 12 monthly increments) |
| Doctorate | \$1,500 | (Payable evenly in 12 monthly increments) |

District Fully Paid Health Insurance

Co-Superintendent _____

Date: _____

Date Board Approved

4. ADMINISTRATIVE: Action items:

4.4 Consultant Services Contract Luke Smith

**TIPTON ELEMENTARY SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL SERVICES**

**2017-18 -01
Agreement No**

This Agreement is entered into between the Tipton Elementary School District hereinafter referred to as the "District," and hereinafter referred to as the "Contractor" and dated, for reference, **Luke Smith**.

The parties agree as follows:

I. CONSULTANT SERVICES Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as "Appendix A".

2. PAYMENT Contractor agrees to undertake the work defined in Appendix A for:
b. **Payment at the rate of \$67.50 per hour. Maximum of 10 hours every week.**

In addition to these rates, Tipton Elementary School District will, reimburse Contractor for actual and necessary travel expenses, which will include meals and lodging only if overnight stay is required. Car travel outside of Tulare County or by air will not be reimbursed unless previously approved by an authorized agent, Superintendent.

All payments will be based on invoices submitted to the Tipton Elementary School District by Contractor and approved by the District's authorized representative.

Contractor will invoice the District not more frequently than monthly for services performed and expenses incurred during the previous month. The District will render payment thirty (30) days of receipt of invoice, except that if payment is based on a total price under (a) above, the District will retain ten percent (10%) of the total contract amount (other than travel expenses) until all services under this Agreement have been completed satisfactorily.

3. TERM OF AGREEMENT The term of this Agreement begins on **July 1, 2017** and ends **June 30, 2018** or **when the Multi-Purpose Facility is completed, whichever comes first**. Extension or renewal requires approval of the Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the Superintendent or authorized representative.

This Agreement may be terminated by the District at any time on 15 days prior written notice to the Contractor. In the event of termination for reasons other than cause, the District will pay the Contractor for work done up to the time of termination. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

4. TIME FOR PERFORMANCE All services required of the Contractor will be completed on or before the specified end of the term.

5. RECORDS Contractor will maintain full and accurate records in connection with this Agreement and will make them available to the District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the District.

6. STATUS OF CONTRACTOR The District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with the District. Contractor will not accept such engagements, which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

It is further agreed that Contractor shall:

- be responsible for setting their own work schedule and work hours;
 - provide for their own supplies, tools or instruments used at work;
 - work out of their own home, office or business establishment and not from a set location at any District site; and
 - abide by any and all factors affecting independent contractor status.
7. HOLD HARMLESS Contractor shall hold Tipton Elementary School District, its officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees taken under this Agreement.
8. COMPLIANCE WITH LAWS Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
9. MODIFICATION OR ASSIGNMENT. This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by the Superintendent or authorized agent and authorized representatives of the parties and their business addresses as follows:

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

CONTRACTOR

Lupe Smith 6/28/17
Signature Date

LUKE A SMITH 559 936 0330
Print Name Phone #

560-57-1619
Social Security No/ Employee ID Number

3043 Elsinore St
Address
Tulare CA 93274
City

TIPTON ELEMENTARY SCHOOL DISTRICT

Anthony Hernandez 6-21-17
Approved by Date

Anthony Hernandez Asst. SUPT
Print Name Title

OFFICE USE ONLY:

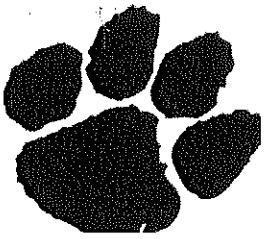
Anthony Hernandez 6-21-17
Requested by: District Administrator Date

210-99900-0-00000-88000-58000-0
Source of funding Budget Classification

SUBMIT INVOICE TO:

Fingerprint Clearance: Yes No
T.B. Clearance: Yes No

Business Office
Tipton Elementary School District
P.O. Box 787
Tipton, CA. 93272



TIPTON ELEMENTARY SCHOOL

370 N. Evans Road • P.O. Box 787 • Tipton, CA 93272
559-752-4213 • FAX: 559-687-2221

Tiger Pride!

Anthony Hernandez
Co-Superintendent
Business
Services/Operations

Stacey Bettencourt
Co-Superintendent/
Principal

Jacob Munoz
Co-Superintendent
Curriculum and Instruction

Fausto Martin
MOT Director

Erika Mendoza
Cafeteria Manager

Scope and Services Appendix A

Title: Construction Project Consultant

Purpose Statement: The Construction Project Consultant will provide leadership and management while monitoring the process of the construction of new facilities and the renovation of existing facilities. This individual will be responsible for working with the architects, construction manager, and Co-Superintendent/Business Service/Operations in the scheduling and sequencing of projects. The Construction Project Consultant will work cooperatively with the architects and construction manager to facilitate that the jobs are completed on time, within budget, with quality workmanship, and to the satisfaction of the Board of Education.

Reports To: Co-Superintendent/Business Service/Operations

Essential Functions

The Construction Project Consultant will:

1. Work with the Construction Manager from the early stages to the final completion. This includes monitoring the construction process, subcontractor relations and cost and budget issues.
2. Administer the contractual aspects of the project in order to maximize all construction efforts and to minimize any risk to the school district.
3. Proactively communicate information to architects, the construction manager, and Co-Superintendent/Business Service/Operations to enable them to work toward the successful completion of the project schedule.
4. Manage relationships in such a way as to maximize the success of the projects.

General Responsibilities:

1. Work with architects and construction manager to resolve any personnel issues that affect the project.
2. Maintain detailed records.
3. Be the primary negotiator for change orders and the provider of claim documentation.
4. Coordinate procedures for contractor qualification, bonding, insurance and license verification.
5. Coordinate construction activities to minimize disruption of academic instruction

6. Attend and document construction meetings, Board of Trustees meetings, Bond Oversight Committee meetings and other meetings as requested to maintain open lines of communication between stakeholders.
7. Summarize construction activities and finances to provide regular reports to the Board of Trustees, District Administration and community.
8. Maintain a general knowledge of employment law, OSHA, and Workmen's compensation.
9. Other Duties as assigned.

Guidelines:

1. Be fair and firm in dealing with clients, subcontractors, vendors, and subordinates.
2. Communicate in a professional tone with all parties on the job.
3. Act as a leader, be positive in your approach to working out problems and communicate with a sense of completion.
4. Be responsive to construction staff.
5. Be responsive to the needs of the school district officials and any project designers.
6. Monitor the project budget, bills, and expenditures.
7. Record all communication and pertinent information relating to the job schedule.
8. Address all concerns by local residents in a timely fashion.
9. Be diligent about your record keeping and ensure that the superintendent is involved on a regular basis.

Terms of Employment and Compensation:

1. Not to exceed 10 hours per week.
2. Hourly compensation negotiable, dependent on experience
3. Term – Beginning of 2016 through project completion

4. ADMINISTRATIVE: Action items:

4.5 Consultant Services Contract Thomas Arthur Hirts

**TIPTON ELEMENTARY SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL SERVICES**

**2017-18 -02
Agreement No**

This Agreement is entered into between the Tipton Elementary School District hereinafter referred to as the "District," and hereinafter referred to as the "Contractor" and dated, for reference, **Thomas Arthur Hirst**.

The parties agree as follows:

I. CONSULTANT SERVICES Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as "Appendix A".

2. PAYMENT Contractor agrees to undertake the work defined in Appendix A for:
b. \$8,000 per month.

In addition to these rates, Tipton Elementary School District will, reimburse Contractor for actual and necessary travel expenses, which will include meals and lodging only if overnight stay is required. Car travel outside of Tulare County or by air will not be reimbursed unless previously approved by an authorized agent, Superintendent.

All payments will be based on invoices submitted to the Tipton Elementary School District by Contractor and approved by the District's authorized representative.

Contractor will invoice the District not more frequently than monthly for services performed and expenses incurred during the previous month. The District will render payment thirty (30) days of receipt of invoice, except that if payment is based on a total price under (a) above, the District will retain ten percent (10%) of the total contract amount (other than travel expenses) until all services under this Agreement have been completed satisfactorily.

3. TERM OF AGREEMENT The term of this Agreement begins on **July 1, 2017** and ends **June 30, 2018** or **when the Multi-Purpose Facility is completed, whichever comes first.** Extension or renewal requires approval of the Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the Superintendent or authorized representative.

This Agreement may be terminated by the District at any time on 15 days prior written notice to the Contractor. In the event of termination for reasons other than cause, the District will pay the Contractor for work done up to the time of termination. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

4. TIME FOR PERFORMANCE All services required of the Contractor will be completed on or before the specified end of the term.

5. RECORDS Contractor will maintain full and accurate records in connection with this Agreement and will make them available to the District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the District.

6. STATUS OF CONTRACTOR The District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with the District. Contractor will not accept such engagements, which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

It is further agreed that Contractor shall:

- be responsible for setting their own work schedule and work hours;
- provide for their own supplies, tools or instruments used at work;
- work out of their own home, office or business establishment and not from a set location at any District site; and
- abide by any and all factors affecting independent contractor status.

7. HOLD HARMLESS Contractor shall hold Tipton Elementary School District, its officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees taken under this Agreement.
8. COMPLIANCE WITH LAWS Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
9. MODIFICATION OR ASSIGNMENT. This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by the Superintendent or authorized agent and authorized representatives of the parties and their business addresses as follows:

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

CONTRACTOR

TIPTON ELEMENTARY SCHOOL DISTRICT

Thomas Arthur Hirst 7/12/17
Signature Date

Anthony Hernandez 7/12/17
Approved by Date

Thomas Arthur Hirst 308-1853
Print Name Phone #

Anthony Hernandez Associate Superintendent
Print Name Title

571-84-4875
Social Security No/ Employee ID Number

1764 S. Anderson Rd.
Address
Exeter, Ca. 93221
City

OFFICE USE ONLY:

Anthony Hernandez Date 7/12/17
Requested by: District Administrator
210-99900-0-00000-85001-58000-0
Source of funding Budget Classification

SUBMIT INVOICE TO:

Fingerprint Clearance: Yes ___ No ✓
T.B. Clearance: Yes ___ No ✓

Business Office
Tipton Elementary School District
P.O. Box 787
Tipton, CA. 93272



PROJECT INSPECTOR AND ASSISTANT INSPECTOR DUTIES AND PERFORMANCE: 2016, 2013, 2010, and 2007 CAC

| | | | |
|---------------------|------------|------------------|----------------------------|
| Disciplines: | Structural | History: | Revised 10-03-07 |
| | | Revised 05-23-16 | Revised 05-16-07 |
| | | Revised 07-17-13 | Revised 06-01-06 |
| | | Revised 08-09-12 | Revised 01-28-02 |
| | | Revised 11-03-08 | Issued 01-01-99 as IR 17-2 |

Purpose: This Interpretation of Regulations (IR) provides clarification of specific Code requirements related to the duties of project inspectors and assistant inspectors.

Background: There are three types of inspectors who may perform code-required inspections on DSA projects:

- **Project Inspector** - is responsible for ensuring that all code-prescribed inspections and administrative duties are completed, including supervision of assistant inspectors and monitoring of special inspectors. The DSA certified Class 1 project inspector may utilize one or more assistant inspectors to assist in performing inspection and administrative duties on a project.
- **Assistant Inspector** - may be required to assist a DSA certified Class 1 project inspector by providing inspection and administrative assistance to the project inspector on a project. An assistant inspector must be qualified by obtaining DSA certification as a project inspector. Qualified assistants must be approved by DSA for each project as explained in IR A-12.
- **Special Inspector** - a specially qualified person utilized, where required by code, to inspect specific aspects of the work, such as structural steel welding or masonry construction. A special inspector may be hired by the laboratory of record or through an independent contract with the school district or owner. Refer to IR 17-4 and IR 17-6 for additional information.

1. REQUIRED DUTIES OF THE PROJECT INSPECTOR: The project inspector must perform specific duties in accordance with California Administrative Code (CAC), Title 24, Part 1 (Sections 4-211, 4-219, 4-333 and 4-342). The project inspector acts under the direction of the design professional in general responsible charge and is subject to supervision by DSA. The project inspector does not have the authority, under Title 24, to direct the contractor in the execution of the work or to stop the work of construction.

The project inspector's responsibilities include:

- A thorough understanding of all requirements of the construction documents.
- Inspection of all portions of the construction for compliance with the requirements of the DSA approved construction documents.
- Identification, documentation, and reporting of deviations using form DSA 154 in the construction from the requirements of the DSA approved construction documents. (Refer to DSA Procedure PR 13-01 for additional information.)
- Submittal of interim and final verified reports (forms DSA 152 and DSA 6-PI, respectively; DSA 152-IPI for in-plant inspector) per PR 13-01. At the conclusion of the project any outstanding deviations must be noted on the form DSA 6-PI or, for the in-plant inspector, In-Plant Inspector Inspection Card/Verified Report (form DSA 152-IPI).

Lack of compliance with the duties described above, the next section below, or detailed in PR 13-01 may result in a non-compliance recording on the Project Inspector Performance Review (form DSA 119.) The project inspector is prohibited from performing functions associated with actual construction work such as the following:

- Performing construction work.
- Ordering or purchasing materials.
- Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work.
- Coordinating or scheduling the construction work.
- Performing "quality control" of construction. Quality control is the responsibility of the contractor. Quality assurance is the responsibility of the inspector.

The project inspector may perform duties for the school district or owner that are not code-prescribed as long as such duties do not interfere with inspection duties. It is the inspector's responsibility to report all ancillary duties to DSA, the design professional in general responsible charge, and the structural engineer. The inspector shall also report unforeseen time demands that are impacting, or will impact, his or her ability to perform code-prescribed duties.

DSA may approve a project inspector when, in the opinion of DSA, these ancillary duties would not create a conflict of interest. DSA may withhold approval of a project inspector or withdraw approval at any time if the appearance of a conflict of interest arises.

2. SEVEN CATEGORIES OF CODE-PRESCRIBED DUTIES OF THE PROJECT

INSPECTOR: The code-prescribed duties of the project inspector have been organized into the following seven categories.

2.1 CATEGORY 1 - Inspector's Job File: The inspector must maintain the following records at the job site during construction in an organized, readily accessible manner:

1. DSA approved (stamped and initialed) plans and specifications (printed copy).
2. DSA approved testing and inspection list (form DSA 103). The DSA 103 may be incorporated into drawings or specifications (printed copy).
3. DSA approved deferred submittals as required by DSA approved plans (printed copy).
4. DSA approved project addenda and revisions (printed copies) with identification marks made on the original DSA approved construction documents indicating changes made by these documents.
5. DSA approved construction change documents Category A with a log of all construction changes and identification marks made on the original DSA approved construction documents indicating changes made by these documents.
6. Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.
7. Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
8. Communication log referencing all significant project construction related communications, such as contractor's requests for information (RFI), responses to RFIs, DSA communications (field trip notes, etc.), architect's supplemental instructions, information bulletins, and project related meeting minutes and/or notes.

9. Deviation notices using form DSA 154 with a log (summary record) indicating resolution status for each deviation. Notice of resolution of deviations using form DSA 154.
10. Records of concrete placing operations.
11. Evidence of continuous inspection, such as daily inspection reports.
12. Both structural/materials and fire/life safety testing reports as well as special inspection reports.
13. Identification of responsible groups/individuals, including the project inspector, for both structural/material and fire/life safety related tests and special inspections.
14. Completed semi-monthly reports (form DSA 155).
15. Verified reports from all parties required to file verified reports.
16. DSA field trip notes (form DSA 135 or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
17. California Building Standards Codes (Title 24) applicable to the project, such as the following: Part 1 CAC; Part 2, Volumes 1 and 2 CBC; Part 3 California Electrical Code (CEC); Part 4 California Mechanical Code (CMC); Part 5 California Plumbing Code (CPC); Part 6 California Energy Code. The code edition must be as referenced on the DSA approved plans and specifications. The project inspector should have access to applicable structural referenced standards as needed for particular project inspection activity.
18. Any other documents required to provide a complete record of construction.

The job file records listed above may be maintained in paper (i.e., hard copy) and/or electronic format, unless otherwise specified above. If any records are maintained electronically, full viewing access shall be given to the school district, DSA personnel and others needing access. The Project Inspector Performance Review (form DSA 119) provides guidance for required recordkeeping and duties. It may be used by the DSA field engineer, per Section 3.1 of this IR. At the completion of the project, the project inspector shall transfer the job file, with the exception of building codes and reference standards, to the school district, which shall maintain the job file as part of the permanent school district records. If the project inspector is, for any reason, terminated prior to the completion of the project, they shall ensure transfer of the job file. This occurrence requires the project inspector to personally provide a copy of the entire job file (with the exception of building codes and standards) to the assuming project inspector and to the school district. A copy of the entire job file shall be made available to DSA upon request (refer to PR 13-01 for additional information).

2.2 CATEGORY 2 - Inspector's Comprehension of the Construction Documents: The project inspector must study and fully comprehend the requirements of the construction documents in order to provide competent inspection of the work. It is necessary for the inspector to possess a thorough understanding of the requirements of the plans and specifications *before* that portion of the work is performed.

The inspector must:

- Consult the responsible design professional(s) to resolve any uncertainties in the inspector's comprehension of or seeming errors in the approved construction documents prior to construction of that portion of the work.
- Review requirements for each phase of the construction with the contractor prior to commencing that phase of the work. Good communications will prevent construction errors from occurring.

- Readily identify noncompliant work as the construction progresses to facilitate prompt corrective action.
- Verify code compliant implementation of both the structural/materials and fire/life safety testing as well as the special inspection program.

CAC, Title 24, Part 1, Section 4-343, specifies that the contractor must direct inquiries regarding document interpretation (including Requests for Information (RFI)) to the design professional in general responsible charge, through the inspector. This code provision requires the contractor to involve the inspector in the interpretation and clarification of the construction documents.

- 2.3 CATEGORY 3 - Continuous Inspection of the Work:** Continuous inspection means complete and timely inspection of every part of the work, including any and all work beyond the inspected structural, fire/life safety or accessibility portions of the work, such as mechanical, electrical, plumbing, etc. Title 24, Part 1 requires prompt inspection of all the work as it progresses. Title 24, Part 1 also requires that prompt verbal notification be made to the contractor of any deviation so that the deviation can be immediately corrected. Use DSA 154 to report structural, fire/life safety or accessibility deviations that do not receive immediate corrective action. Use DSA 155, Section B on page 2, to report deviations affecting other work.

Work such as concrete work or masonry work, which can be inspected only as it is placed, requires the constant presence of the inspector. Certain types of work which can be completely inspected after the work is installed may be carried out while the inspector is not present, provided that the inspector promptly identifies and reports all deviations.

The project inspector must have personal knowledge of the construction obtained through the project inspector's own physical inspection of the work in all stages of its progress. When special inspectors or approved assistant inspectors are used on a project, the project inspector's personal knowledge may include that knowledge obtained from these individuals. The project inspector must keep a log of time spent on site and report any unforeseen time demands that are impacting or will impact his or her ability to perform code-prescribed duties.

- 2.4 CATEGORY 4 - Records of Inspections:** The inspector must maintain detailed records of all inspections. The inspector's records must provide comprehensive and timely documentation of the inspected work, promptly identifying all compliant and noncompliant construction. These records must be readily accessible and maintained in an organized manner as described in Section 2.1. The following are the inspection records that must be maintained at the job site:

- A systematic record of all materials and assemblies accepted by the applicable design professional (when applicable) and delivered to the project site.
- A systematic record of the inspection of all work required by the approved construction documents, including any modifications to the originally approved documents, such as approved addenda, revisions, or construction change documents. Marking properly completed work on a set of construction documents is a recommended method of verifying that the requirements of the plans and specifications have been met. The inspector must also record the resolution of reported deviations on form DSA 154.
- Construction procedure records per CAC, Title 24, Part 1, Section 4-342, including but not limited to, concrete placement operations and other records specified on the approved construction documents.

- Log of project inspector's and assistant inspector's time spent on site. DSA may require verification from the inspector of time spent at the job site during all phases of the work. The project inspector's maximum cumulative total number of hours permitted on one or more simultaneous projects must not exceed approximately 60 hours per week without justification and notification to districts in which all simultaneous projects occur. Refer to IR A-7 for additional information.

2.5 CATEGORY 5 - Communications Required of the Inspector: The inspector must, during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, the school district, and the contractor. The inspector must maintain records of all communications. These records must be readily accessible (as noted in Section 2.1) and maintained in an organized manner. The date and recipients of all communications must be clearly indicated.

The inspector is required to provide the following communications during the course of a construction project:

2.5.1 Notifications to DSA: As required by CAC, Title 24, Part 1, Section 4-342 (b) 5 (see form DSA 151 and PR 13-01), including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than one month.

Note: For the start of work, the project inspector shall use the date the contractor mobilizes on the project site to begin construction (or demolition, if demolition work is included in the project scope and in the DSA approved construction documents).

Notifications shall be made using form DSA 151 and submitted electronically as prescribed in PR 13-01.

2.5.2 Inspector's Semi-Monthly Reports: (See CAC, Title 24, Part 1, Section 4-337). The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The semi-monthly report must be completed on the form DSA 155 and submitted in accordance with the procedures described in PR 13-01.

2.5.3 Deviation Notices: (See CAC, Title 24, Part 1, Section 4-342(b) 8.) When the inspector identifies deviations from the DSA approved plans and specifications, the inspector must verbally notify the contractor. If the deviation is not immediately corrected, the inspector is required to promptly issue a written notice of deviation (form DSA 154) to the contractor and submitted electronically as prescribed in PR 13-01. The project inspector shall contact DSA by email at least 48 hours prior to scheduled work covering up uncorrected deviations. The status and resolution of all deviations must be documented on semi-monthly reports (form DSA 155).

2.5.4 Record of Communications to the Responsible Design Professional(s): All uncertainties in the inspector's or contractor's comprehension of or identification of seeming errors in the documents must be reported in writing (email is acceptable) to the responsible design professional(s).

2.5.5 Reporting for Projects with Work Stoppage: This may be required in cases where DSA issues a Stop Work Order, Order to Comply or a request for district/owner to stop work in accordance with IR A-13 (Stop Work and Order to Comply). DSA may issue specific instructions to the project inspector for additional reporting and/or oversight of construction related to a documented noncompliant condition that is the cause of work stoppage.

2.5.6 Verified Reports: (refer to CAC Title 24, Part 1, Section 4-336). The project inspector shall submit verified reports (form DSA 6-PI and, when applicable, DSA 152-IPI) directly to DSA, the responsible design professional(s) and the school district as described in PR 13-01.

The PI must also communicate to applicable parties how they addressed issues noted in communications (e.g., field trip notes, notifications, telephone calls, emails, letters, etc.) from DSA representatives or design professionals.

2.6 CATEGORY 6 - Inspector's Monitoring of Both the Structural/Materials and Fire/Life Safety Testing and Special Inspection Program: The inspector is responsible, under the direction of the design professional in general responsible charge, for monitoring the work of the laboratory of record (LOR) and any special inspectors and other technicians hired directly by the school district to ensure that all structural/materials and fire/life safety testing and special inspections required for the project are satisfactorily completed in accordance with the DSA approved documents. Those special inspections prescribed by Chapter 17A of the 2013 CBC Title 24, Part 2, which are performed by the project inspector, require detailed daily inspection reports by the project inspector.

The project inspector must monitor the following aspects of the structural/material and fire/life safety related testing and special inspection program:

- When DSA approval for special inspectors is required for district-employed special inspectors, the project inspector must identify and report any special inspectors on the job site that are not DSA approved on form DSA 155. The project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR is included on the List of DSA Accepted Testing Laboratories on the DSA website and is qualified to perform the project tests and inspections. If there are tests or inspections the LOR is not qualified to perform, the project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR and special inspectors have received sufficient advance notification to perform the required material sampling or special inspection.
- The project inspector is responsible for verifying that all required material sampling, structural and fire/life safety related tests and special inspections have been performed. The project inspector is also responsible to verify special inspector's possession of valid certifications for the work being inspected. The project inspector is also responsible to monitor any special inspector's on-site presence, performance of duties, the special inspector's documentation of complying and noncomplying work, and issuance of deviation notices.

- The project inspector is responsible for reviewing all structural/materials and fire/life safety related test and special inspection reports. The project inspector must report on semimonthly reports (DSA 155) the status and resolution of deviations (form DSA 154) reported by any LOR or special inspector.

Refer to IR 17-4 and IR 17-6 for additional information.

2.7 CATEGORY 7 - Monitoring of Assistant Inspectors: The project inspector must provide technical guidance to assistant inspectors and must verify the assistant inspectors' comprehension of the construction documents. The project inspector must also monitor the assistant inspectors' performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.

The project inspector must ensure that any assistant inspector is performing the duties indicated on the assistant inspector's approved form DSA 5-AI. See IR A-12.

The project inspector must provide continuous onsite supervision of all assistant inspectors.

3. DSA OVERSIGHT: Each DSA regional office has field engineers who conduct oversight of the project through review of documents and construction site visits. Each site visit typically includes the following:

- Monitoring of the project inspector's administration and documentation of project activities
- Observation of construction
- Documentation of site visit findings using DSA field trip notes (form DSA 135).

3.1 Project Inspector Performance Review: The DSA field engineer may evaluate the project inspector's performance of code required duties for and administration of the project using the Project Inspector Performance Review (form DSA 119.) The purpose of the performance review is as follows:

- To verify:
 - Continuous inspection of all work, including any portion performed by assistant inspectors.
 - Comprehension of the DSA approved construction documents.
 - Proper oversight of the testing and inspection program.
 - Proper communications/notifications to DSA and others as well as response to or appropriate action taken based on prior DSA communications.
 - Completeness of the project inspector's records as described in the job file list in Section 2.1.
- To communicate:
 - With the project inspector and responsible design professional regarding the project inspector's performance.
 - Any project documentation or other issues during construction, such as project inspector's proper noting and communication of deviations and their resolutions, to facilitate timely project certification.

The form DSA 119 is a project record which is maintained in DSA project files as well as posted both in DSA's electronic submittal system (DSAbox) and the Project Inspector Performance Review Box. At the completion of a project, form Project Inspector Performance Record (form DSA 180) will be completed and posted to these same locations.

3.2 Observation of Construction by DSA: The DSA field engineer conducts a site walk to make observations as necessary to ascertain that inspections have been completed diligently. During the site visit, the DSA field engineer may provide guidance to the project inspector, as needed, to ensure enforcement of the CAC and approved construction documents.

3.3 DSA Field Trip Notes: At the conclusion of the site visit, the DSA field engineer issues a field trip note (form DSA 135) as described in PR 13-01. The field trip note indicates any findings by the field engineer that require action by the project inspector and/or the design professional(s) to ensure project compliance with Field Act requirements. The field trip note may include informational comments, including construction status and guidance given to the project inspector. The field trip note becomes a part of the DSA project records.

REFERENCES:

California Code of Regulations (CCR) Title 24

Part 1: California Administrative Code (CAC)

Sections 4-211, 4-212, 4-214, 4-219, 4-240, 4-241, 4-242, 4-333, 4-333.1, 4-334, 4-336, 4-337, and 4-342

California Health and Safety Code, Sections 16017 and 16021

California Education Code, Sections 17309, 17311, 81141 and 81143

This Interpretation of Regulations (IR) is intended for use by the Division of the State Architect (DSA) staff, and as a resource for design professionals, to promote more uniform statewide criteria for plan review and construction inspection of projects within the jurisdiction of DSA which includes State of California public elementary and secondary schools (grades K-12), community colleges and state-owned or state-leased essential services buildings. This IR indicates acceptable practices as stipulated in the CAC (Title 24, Part 1) and aligning with DSA policies and procedures.

This IR is reviewed on a regular basis and is subject to revision at any time. Please check the DSA website for currently effective IRs. Administrative and technical IRs are listed on the DSA website at:

<http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx>

Administrative IRs are effective upon publication. Questions regarding the effect for existing projects can be directed to the DSA regional office with plan review and construction oversight authority for the project.

4. ADMINISTRATIVE: Action items:

4.6 Confidential Administrative Assistant Job Description

TIPTON ELEMENTARY SCHOOL DISTRICT

TITLE: Administrative Assistant (Confidential)

CLASSIFICATION: Classified

REPORTS TO: Co-Superintendent(s)

WORK YEAR: 11 Months/235 days

Full Time

BOARD APPROVAL:

SALARY: Based on Administrative
Assistant Salary Schedule

BASIC FUNCTION:

Performs a variety of staff duties to relieve an administrator of details relative to clerical procedures and methods, budget preparation and control, or other areas of the business operations of the organizational unit.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Assists an administrator by assuming responsibility for administrative details related to clerical procedures of a complex area of District operations by performing a combination of the following duties:

- Serves as a confident secretary to the Co-Superintendent(s) performing a variety of clerical and technical tasks.
- Develops and recommends procedures for the compilation, maintenance, and presentation of data and maintains data used to assist in the determination of policies, procedures, and programs.
- Supervises the installation and maintenance of complex clerical procedures, including the preparation of instructions, dissemination of information, and functional supervision of the implementation of the procedures.
- Compiles and assist in the preparation of the office budget and supporting data, maintains budget expenditure accounts, and recommends or initiates adjustments in accounts.
- Composes meeting summaries after attendance at meetings and from oral and written directions.
- Prepares correspondence, letter, meeting minutes, meeting agendas, memos, reports, surveys, newsletters, brochures, and other documents and communications as needed.
- Transcribes, types and maintains a variety of materials, including special confidential correspondence and administrative files.

- Process information regarding employee salaries and benefits as it relates to negotiations, and assists administration in preparing documents regarding negotiations and contract proposals.
- Routes to the Co-Superintendent(s) correspondence or communications warranting his/her attention and drafts replies for his/her review.
- Conducts special studies of clerical procedures, performance standards, office records, and related matters in order to advise administrative personnel maintains progress.
- Prepares requisitions and maintains records of office supplies and equipment and expenditures.
- Searches records and obtains information from other offices and agencies.
- May prepare or review employee time reports and maintain routine bookkeeping and payroll records.
- Obtains, interprets and provides information to staff, public and parents, concerning office functions, District policies, regulations and procedures.
- Assist in organization and maintenance of personnel files.
- Coordinates with Co-Superintendent(s) in placement of new employee in the payroll system.
- Work with Co-Superintendent(s) to maintain and update employee salary schedules.
- Performs all duties and responsibilities in a confidential manner.
- Maintains and prompt attendance in the workplace.
- Performs related duties as assigned.

KNOWLEDGE AND ABILITIES

- Legal foundation of school district operations, such as the Education Code and Title 5 of the Administrative Code
- Organization and functions of the Tipton Elementary School District
- District rules, administrative regulations, and general policies Office practices and procedures
- Payroll and budget preparation, regulations, and budget control.

ABILITY TO:

- Exercise discretion in the dissemination of information
- Interpret and clearly explain laws, rules, and policies
- Devise clerical and administrative procedures necessary to accomplish desired goals
- Speak and write English clearly and effectively
- Spell, punctuate, use correct grammar, and proofread
- Perform a variety of highly independent, complex and responsible secretarial, clerical and administrative support services requiring independent judgment with speed and accuracy.
- Complete projects and tasks with minimal supervision and direction.
- Deal pleasantly and effectively with visitors, both in person and on the telephone in a wide variety of situations.
- Maintain accurate records
- Prepare and edit reports, bulletins, and other material
- Use computers with Microsoft operating systems and word processing and spreadsheet software
- Recognize and resolve problems related to computer user programs, equipment and basic network malfunctions

EDUCATION AND EXPERIENCE:

Graduation from a recognized college or university, preferably with a major in business or public administration. Additional experience in office management or analysis of procedures or financial data may be substituted for the required education on a year-for-year basis.

A. Four years of clerical experience including the compilation of data and implementation of procedures.

or

B. Two years as a staff assistant in a position requiring the maintenance of complex procedures involving the reporting of data.

or

C. One year of technical or administrative experience in collecting, analyzing, and

reporting data or in the preparation, analysis, or adjustment of budgets.

LICENSES AND OTHER REQUIREMENTS:

Possession of a valid California Driver's license

WORKING ENVIRONMENT:

School Office Setting

PHYSICAL ABILITIES:

- Lifting and carrying moderately heavy objects
- Hearing and speaking to exchange information
- Bending at the waist, kneeling, and standing for extended periods of time
- Sit for extended periods of time
- Enter data into a computer terminal/typewriter and operate standard office equipment for extended periods of time.
- See and read a computer screen and printed matter with or without vision aids.
- Dexterity of hands and finger to operate assigned equipment
- Lift and carry up to 25 lbs. at waist height for short period of time

4. ADMINISTRATIVE: Action items:

4.7 Approval of Confidential Administrative Salary Schedule

**Tipton Elementary School District
Confidential Salary Schedule**

2017-2018

Schedule I

Administrative Assistant (Business Services)

| STEPS | Hourly Rate <u>Schedule I</u> |
|-------|----------------------------------|
| 1 | 20.98 |
| 2 | 22.45 |
| 3 | 23.62 |
| 4 | 24.29 |
| 5 | 25.21 |

1. Ten -month employee: 214 work days, plus paid holidays and vacation days.
4. New employees will be given a maximum of five steps credit for previous experience in similar positions.

District Fully Paid Health Insurance for full-time employees.

Superintendent _____ Date: _____

Date Board Approved

4. ADMINISTRATIVE: Action items:

4.8 Approval of Administrative Salary Schedules

**Tipton Elementary School District
Managers and Supervisors Salary Schedule**

2017-2018 (Effective July 1, 2017 with 2.25% increase)

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------------------------------|--------|--------|--------|--------|--------|
| Food Service Manager 215 Days | 35920 | 38416 | 40445 | 41578 | 43158 |
| MOT Supervisor 260 Days | 51984 | 54903 | 57673 | 59218 | 61377 |
| Business Manager 260 Days | 69094 | 70476 | 71885 | 73322 | 74761 |

All Managers must make themselves available at one board meeting every three months.

| | | |
|----------------|---------|---|
| Master Stipend | \$1,000 | (Payable evenly in 12 monthly increments) |
| Doctorate | \$1,500 | (Payable evenly in 12 monthly increments) |

District Paid Health Insurance (as allotted for Certificated and Classified Employees)

10 Month Positions (will be prorated vacation days, 8 days allowed)

Superintendent _____

Date: _____

Date Board Approved

**Tipton Elementary School District
Administrative Salary Schedule**

2017-2018 (Effective July 1, 2017 with 2.25% increase)

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|--------|--------|--------|--------|--------|
| Projects Director-Vice Principal 203 Days | 81818 | 83248 | 84677 | 86106 | 87535 |
| Principal 205 Days | 101788 | 103535 | 105283 | 107030 | 108746 |

Master Stipend \$1,000 (Payable evenly in 12 monthly increments)
Doctorate \$1,500 (Payable evenly in 12 monthly increments)

District Paid Health Insurance

Superintendent _____

Date: _____

Date Board Approved

5. FINANCE: Action items:

5.1 Vendor Payments

Tulare County Office of Education

53 Tipton Elementary School District

7/26/2017

Page -1 of 1

Board Meeting August 1, 2017

APY500

** FINAL **
Batch No 121

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Account Code | Amount |
|-----------|--|------------------|--------------|--------|---------------------|---------------------------------|-------------|
| 014111 | SISC | | 7/5/2017 | | JULY 2017 HW | 010-00000-0-00000-00000-95024-0 | \$59,764.29 |
| 005481 | EMPLOYMENT DEVELOPMENT DEPT. | PV-180042 | 6/30/2017 | | 2017 QTR 2 SUJ TAX | 010-00000-0-00000-00000-95025-0 | \$471.38 |
| 014111 | SISC | | 7/5/2017 | | JULY 2017 HW | 010-00000-0-00000-00000-95028-0 | \$4,431.20 |
| 014111 | SISC | | 7/5/2017 | | JULY 2017 HW | 010-00000-0-00000-71000-34020-0 | \$6,627.40 |
| 012270 | LOZANO SMITH | PV-180070 | 7/11/2017 | 180033 | 2029741 | 010-00000-0-00000-71000-58000-0 | \$5,099.50 |
| 013831 | F & M BANK VISA-Audit Supplies | | 7/24/2017 | | 4330811040007877 | 010-00000-0-00000-72000-43000-0 | \$8.28 |
| 013831 | F & M BANK VISA-Office Supplies | | 7/24/2017 | | 4330811040007877 | 010-00000-0-00000-72000-43000-0 | \$98.06 |
| 013831 | F & M BANK VISA-Board Member Dinner | | 7/24/2017 | | 4330811040007869 | 010-00000-0-00000-72000-43000-0 | \$43.90 |
| 014286 | LRP PUBLICATIONS | | 6/18/2017 | 180036 | FT4271662 | 010-00000-0-00000-72000-43000-0 | \$314.50 |
| 013969 | SCHOOL SERVICES OF CALIF., INC | | 7/13/2017 | | p028783-in | 010-00000-0-00000-72000-43000-0 | \$400.00 |
| 014197 | Stanton Office Machine Company | | 6/27/2017 | | 38149 AND 38150 | 010-00000-0-00000-72000-43000-0 | \$142.33 |
| 013831 | F & M BANK VISA-ACSA Conference | | 7/24/2017 | | 4330811040007877 | 010-00000-0-00000-72000-52000-0 | \$226.75 |
| 013500 | INTERACTIVE EDUCATIONAL SER. | | 7/1/2017 | 180031 | 163914 | 010-00000-0-00000-72000-53000-0 | \$750.00 |
| 012577 | HOUSTON INSURANCE SERVICES | | 7/5/2017 | | 3428 | 010-00000-0-00000-72000-54500-0 | \$15,737.00 |
| 013831 | F & M BANK VISA-Finance Charge | | 7/24/2017 | | 4330811040007877 | 010-00000-0-00000-72000-58000-0 | \$19.46 |
| 014283 | Governors Office of Emergency | | 6/30/2017 | | 16-05340 | 010-00000-0-00000-72000-58000-0 | \$3,593.01 |
| 014015 | SAN JOAQUIN CO. OFFICE OF ED. | | 7/12/2017 | | 17180435 | 010-00000-0-00000-72000-58000-0 | \$450.00 |
| 014179 | PURCHASE POWER | | 6/30/2017 | | 8000-9090-0896-7114 | 010-00000-0-00000-72000-59000-0 | \$201.00 |
| 013961 | LOWE'S | | 7/1/2017 | | 8613 | 010-00000-0-00000-81000-43000-0 | \$325.12 |
| 013961 | LOWE'S | | 6/27/2017 | | 7837 | 010-00000-0-00000-81000-43000-0 | \$72.11 |
| 012788 | ARAMARK UNIFORM SERVICES INC | | 6/29/2017 | | 601419885 | 010-00000-0-00000-81000-55000-0 | \$163.74 |
| 005760 | TIPTON COMMUNITY SERVICES DIST | | 6/30/2017 | | JUNE 100-400-02 | 010-00000-0-00000-81000-55000-0 | \$582.56 |
| 012324 | TULE TRASH COMPANY | | 7/1/2017 | | JULY 2017 ACCT 2677 | 010-00000-0-00000-81000-55000-0 | \$1,006.80 |
| 013456 | A & G TELEPHONE SERVICE, INC. | | 6/20/2017 | | 3577 | 010-00000-0-00000-81000-56000-0 | \$140.00 |
| 013882 | MOBILE MODULAR MGT. CORP. | | 6/28/2017 | | 1357385,7548,7466 | 010-00000-0-00000-81000-56000-0 | \$1,527.00 |
| 013831 | F & M BANK VISA-Business Radio Licensing | | 7/24/2017 | | 4330811040007893 | 010-00000-0-00000-81000-58000-0 | \$120.00 |
| 013333 | VERIZON WIRELESS | | 6/30/2017 | | 9787812997 | 010-00000-0-00000-81000-59000-0 | \$517.21 |
| 014197 | Stanton Office Machine Company | | 6/27/2017 | | 38151 AND 38152 | 010-00000-0-11100-10000-43000-0 | \$175.55 |
| 014197 | Stanton Office Machine Company | | 6/27/2017 | | 38151 AND 38152 | 010-00000-0-11100-10000-43000-0 | \$48.82 |
| 014197 | Stanton Office Machine Company | | 6/27/2017 | | 38149 AND 38150 | 010-00000-0-11100-10000-43000-0 | \$64.80 |
| 013670 | AERIES,INC - EAGLE SOFTWARE | | 7/1/2017 | | M&S-5771 | 010-00000-0-11100-10000-58000-0 | \$6,092.00 |
| 013831 | F & M BANK VISA-Island Waterpark | | 7/24/2017 | | 4330811040007885 | 010-07200-0-11100-10000-52000-0 | \$554.48 |
| 013463 | TULARE COUNTY OFFICE OF EDUCAT | | 5/30/2017 | | 172576 PO 170112 | 010-07200-0-11100-10000-52000-0 | \$160.00 |
| 014005 | SCHOOLCITY INC. | | 7/1/2017 | | 35296 | 010-07200-0-11100-10000-53000-0 | \$3,666.00 |

| | | | | | | |
|--|---|-----------|-----------|--------------------------|---------------------------------|--------------|
| 012602 | COLSON AUTO PARTS | PV-180006 | 6/29/2017 | 867943 AND 867945 | 010-07230-0-00000-36000-43000-0 | \$118.07 |
| 012602 | COLSON AUTO PARTS | PV-180007 | 6/13/2017 | 865847 AND 866767 | 010-07230-0-00000-36000-43000-0 | \$135.54 |
| 012602 | COLSON AUTO PARTS | PV-180009 | 6/22/2017 | 867142 | 010-07230-0-00000-36000-43000-0 | \$568.96 |
| 011541 | TF TIRE & SERVICE | PV-180033 | 6/16/2017 | 962345 AND 962340 | 010-07230-0-00000-36000-43000-0 | \$3,295.77 |
| 012360 | BOARD OF EQUALIZATION | PV-180005 | 6/30/2017 | 57-415488 | 010-07230-0-00000-36000-58000-0 | \$15.65 |
| 014125 | PATTI PAQUETTE | PV-180058 | 6/11/2017 | Driver Training | 010-07230-0-00000-36000-58000-0 | \$510.00 |
| 014279 | CAROLINA BIOLOGICAL | PV-180011 | 6/30/2017 | 49918995-R1 | 010-30100-0-11100-10000-44000-0 | \$8,036.73 |
| 014181 | Anderson's It's Elementary | PV-180049 | 6/7/2017 | 8899166 | 010-60100-0-11100-10000-43000-0 | \$506.13 |
| 013831 | F & M BANK VISA-ASES sports equipment | PV-180043 | 7/24/2017 | 4330811040007877 | 010-60100-0-11100-10000-43000-0 | \$537.31 |
| 013831 | F & M BANK VISA-ASES sound system mic, bag, stand | PV-180045 | 7/24/2017 | 4330811040007885 | 010-60100-0-11100-10000-43000-0 | \$657.19 |
| 012836 | OFFICE DEPOT, INC. | PV-180024 | 6/30/2017 | VARIOUS INV. | 010-60100-0-11100-10000-43000-0 | \$314.52 |
| 013459 | DELL MARKETING L.P. | PV-180013 | 7/5/2017 | 10176093889 | 010-60100-0-11100-10000-44000-0 | \$1,084.96 |
| 013459 | DELL MARKETING L.P. | PV-180014 | 6/27/2017 | 10174882606 | 010-60100-0-11100-10000-44000-0 | \$470.02 |
| 013459 | DELL MARKETING L.P. | PV-180015 | 6/27/2017 | 10174881919 | 010-60100-0-11100-10000-44000-0 | \$1,787.31 |
| 013459 | DELL MARKETING L.P. | PV-180051 | 6/29/2017 | 10175369808 | 010-60100-0-11100-10000-44000-0 | \$4,248.82 |
| 013831 | F & M BANK VISA-Prop 39 Bulbs | PV-180048 | 7/24/2017 | 4330811040007893 | 010-62300-0-00000-81000-43000-0 | \$976.07 |
| 013463 | TULARE COUNTY OFFICE OF EDUCAT | PV-180034 | 6/28/2017 | 172960 | 010-62640-0-11100-24900-58000-0 | \$300.00 |
| 013463 | TULARE COUNTY OFFICE OF EDUCAT | PV-180036 | 6/20/2017 | 172828 | 010-62640-0-11100-24900-58000-0 | \$300.00 |
| 013983 | EWING IRRIGATION | PV-180052 | 7/13/2017 | 180010 3718050 | 010-81500-0-00000-81000-43000-0 | \$323.29 |
| 013983 | EWING IRRIGATION | PV-180053 | 7/20/2017 | 180010 3765283 | 010-81500-0-00000-81000-43000-0 | \$667.95 |
| 013961 | LOWE'S | PV-180054 | 6/1/2017 | 180002 2267 | 010-81500-0-00000-81000-43000-0 | \$79.07 |
| 013961 | LOWE'S | PV-180055 | 6/1/2017 | 180002 19953 | 010-81500-0-00000-81000-43000-0 | \$10.78 |
| 013267 | Supplyworks | PV-180025 | 6/29/2017 | 405242264 | 010-81500-0-00000-81000-43000-0 | \$12.64 |
| 013267 | Supplyworks | PV-180026 | 7/5/2017 | 405507005 | 010-81500-0-00000-81000-43000-0 | \$550.08 |
| 012264 | TIPTON AUTO PARTS | PV-180039 | 7/1/2017 | VARIOUS INVOICES | 010-81500-0-00000-81000-43000-0 | \$251.23 |
| 011961 | GIOTTOS ALARM TECH | PV-180018 | 7/1/2017 | 114597 | 010-81500-0-00000-81000-58000-0 | \$948.00 |
| 014202 | TIPTON BEAUTIFICATION & HISTOR | PV-180035 | 6/28/2017 | SNL REIMB. EVENT 1 | 010-90358-0-00000-24950-43000-0 | \$576.39 |
| 005383 | SOUTHERN CALIF EDISON CO | PV-180016 | 6/27/2017 | 2-01-784-2345 | 010-99900-0-00000-81000-55000-0 | \$6,833.64 |
| 005383 | SOUTHERN CALIF EDISON CO | PV-180068 | 7/25/2017 | JULY 2017 MULTI-INV | 010-99900-0-00000-81000-55000-0 | \$2,304.47 |
| General Fund Total Expenditures Up To July 26, 2017 | | | | | | |
| 013191 | PRODUCERS | PV-180063 | 5/20/2017 | 20914269,27617,24961 | 130-53100-0-00000-37000-47000-0 | \$1,003.54 |
| 013831 | F & M BANK VISA-CEP priority mail | | 7/24/2017 | 4330811040007877 | 130-53100-0-00000-37000-58000-0 | \$23.75 |
| 013831 | F & M BANK VISA-CEP priority mail | | 7/24/2017 | 4330811040007877 | 130-53100-0-00000-37000-58000-0 | \$23.75 |
| 014285 | SANTA CLARITA VALLEY SCHOOL | | 7/1/2017 | 870 | 130-53100-0-00000-37000-58000-0 | \$126.67 |
| 012324 | TULE TRASH COMPANY | | 7/1/2017 | JULY 2017 ACCT4585 | 130-53100-0-00000-81000-55000-0 | \$717.00 |
| Cafeteria Fund Total Expenditures Up To July 26, 2017 | | | | | | |
| 014284 | CMC Environmental Management | PV-180073 | 6/19/2017 | 898 | 350-77110-0-00000-85000-62000-0 | \$1,894.71 |
| 014248 | LUKE ANTHONY SMITH | PV-180071 | 7/17/2017 | 180034 129 | 350-77110-0-00000-85000-62000-0 | \$2,675.00 |
| 013607 | MANGINI ASSOCIATES, INC. | PV-180072 | 6/30/2017 | 8665 | 350-77110-0-00000-85000-62000-0 | \$1,822.50 |
| 014266 | ORAL E. MICHAM INC | PV-180057 | 7/3/2017 | LEASE # 7 -JULY 2017 | 350-77110-0-00000-85000-62000-0 | \$11,427.60 |
| 013883 | THOMAS ARTHUR HIRST | PV-180065 | 7/24/2017 | 180032 INV # 8 JULY 2017 | 350-77110-0-00000-85000-62000-0 | \$368,514.31 |
| Building Fund Total Expenditures Up To July 26, 2017 | | | | | | |
| | | | | | | \$392,439.41 |

TOTAL ACCOUNTS PAYABLE **\$544,348.96**

5. FINANCE: Action items:

5.2 Budget Revisions

Budget Revision Report

DISTRICTNO: 53
 FISCALYEAR: 2018

Control Number: 72647054

| Fund: | 0100 | General Fund | Account Classification | Approved / Revised | Change Amount | Proposed Budget |
|---------------------|------|--------------|---|--------------------|---------------|-----------------|
| Revenues | | | | | | |
| | | | 010-00000-0-00000-00000-80110-0 | \$4,489,970.00 | (\$28,734.00) | \$4,461,236.00 |
| | | | 010-00000-0-00000-00000-80410-0 | \$648,666.00 | \$31,234.00 | \$679,900.00 |
| | | | Revenue Limit | \$5,138,636.00 | \$2,500.00 | \$5,141,136.00 |
| | | | Total Revenues | \$5,138,636.00 | \$2,500.00 | \$5,141,136.00 |
| Expenditures | | | | | | |
| | | | 010-00000-0-00000-92000-71420-0 | \$30,850.00 | \$15.00 | \$30,865.00 |
| | | | Other Outgo | \$30,850.00 | \$15.00 | \$30,865.00 |
| | | | Total Expenditures | \$30,850.00 | \$15.00 | \$30,865.00 |
| Revenues | | | | | | |
| | | | 010-00098-0-00000-00000-86990-0 | \$0.00 | \$9,367.79 | \$9,367.79 |
| | | | Other Local Revenues | \$0.00 | \$9,367.79 | \$9,367.79 |
| | | | Total Revenues | \$0.00 | \$9,367.79 | \$9,367.79 |
| Expenditures | | | | | | |
| | | | 010-60100-0-11100-10000-44000-0 | \$0.00 | \$1,084.96 | \$1,084.96 |
| | | | 010-62300-0-00000-81000-43000-0 | \$0.00 | \$1,000.00 | \$1,000.00 |
| | | | Books and Supplies | \$0.00 | \$2,084.96 | \$2,084.96 |
| | | | 010-62640-0-11100-24900-58000-0 | \$14,393.48 | \$4,597.46 | \$18,990.94 |
| | | | Services, Other Operating Expenses | \$14,393.48 | \$4,597.46 | \$18,990.94 |
| | | | Total Expenditures | \$14,393.48 | \$6,682.42 | \$21,075.90 |

Budget Revision Report

DISTRICTNO: 53
FISCALYEAR: 2018

Control Number: 72647054

| Account Classification | Approved / Revised | Change Amount | Proposed Budget |
|--|--------------------|----------------|-----------------|
| Budgeted Unappropriated Fund Balance before this adjustment: | | \$2,841,137.19 | |
| Total Adjustment to Unappropriated Fund Balance: | | \$5,170.37 | |
| Budgeted Unappropriated Fund Balance after this adjustment: | | \$2,846,307.56 | |

Budget Revision Report

DISTRICTNO: 53
 FISCALYEAR: 2018

Control Number: 72647054

| Account Classification | Approved / Revised | Change Amount | Proposed Budget |
|---|--------------------|---------------|-----------------|
| Fund: 1300 Cafeteria Special Revenue Fund | | | |
| Expenditures | | | |
| 130-53100-0-00000-81000-64000-0 | \$0.00 | \$145,000.00 | \$145,000.00 |
| Capital Outlay | \$0.00 | \$145,000.00 | \$145,000.00 |
| Total Expenditures | \$0.00 | \$145,000.00 | \$145,000.00 |

Budgeted Unappropriated Fund Balance before this adjustment:

\$277,199.03

Total Adjustment to Unappropriated Fund Balance:

(\$145,000.00)

Budgeted Unappropriated Fund Balance after this adjustment:

\$132,199.03

Budget Revision Report

Control Number: 72647054

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 _____

6. INFORMATION: (Verbal Reports & Presentations)

6.1 MOT--FOOD SERVICE—PROJECTS.

Multi-Purpose Building

Update Progress Meeting Notes #12

Update Progress Meeting Notes #13

PROGRESS MEETING NO. 12

Issue Date: July 17, 2017

PROJECT: New Multi-Purpose/Gym at Tipton Elem.
LOCATION: Project Site
OWNER: Tipton Elementary School District
CONTRACTOR: Oral E Micham Inc.

MEETING DATE: July 17, 2017
MAI PROJECT NO.: 1473
OWNER'S REPRESENTATIVE: Luke Smith
PROJECT INSPECTOR: Tom Hirst

Attendees:

Luke Smith (LS)

Fausto Martin (FM), Anthony Hernandez (AH)

Jerry Riggins (JR)

Kirk Purcaro (KP)

Ryan Morrelli (RM)

Tom Hirst (TH)

Weather

Clear Snow Cool
 Overcast Foggy Warm
 Rain Cold Hot

Site Conditions

Clear Dusty
 Muddy

Day

Monday Thursday
 Tuesday Friday
 Wednesday

Field Observations:

- 12" CMU wall is top out and grouted as of this morning. Installing block at the stage and kitchen, will install first high lift of grout tomorrow.
- Electrical rough in and embed layout continues at the stage and kitchen walls.

Field Instructions:

- None.

A. Project Status:

- Contract Time:**
 - Notice to Proceed Date: December 12, 2016
 - Initial Contract Duration: Nine months
 - Initial Completion Date: September 12, 2017
 - Current Projected Completion Date: December 21, 2017
 - Approved Time Extended Completion Date: October 28, 2017
 - Weather Days: 46 approved delay days to date.
- Contract Sum:**
 - Original Contract Sum: \$5,878,945.07
 - Approved Change Orders: \$13,044.00
 - Revised Contract Sum: \$5,897,133.07

B. Progress and Schedule:

- Schedule Conformance:** Update provided 6.30.17 (current date reflected above).
- Short Interval Schedule:** See attached.

C. Materials and Equipment:

- Submittals:** Refer to attached log.

D. Requests for Information:

- RFI's:** Refer to attached log.

E. Changes:

- Bulletins:** Refer to attached log.

F. Testing and Inspections:

1. **Testing in Progress:** Normal inspections on-going. Special inspection of masonry ongoing. Will core CMU Wednesday.
2. **Nonconforming Work or Materials:** None.

G. DSA Inspection:

1. **Trip Visit:** Kurt Katsumata: 12.20.16, 1.25.17, 2.21.17, 4.4.17, 5.18.17, 6.6.17.
2. **Corrections Needed:** None.
3. **Inspection Card Updates:** Card 1 section 1 complete.

H. Progress Payments:

1. **Percentage of Completion:** 35%

I. School District Items:

- ~~1. OEM to check for as-builts of the gas piping work and send them to Fausto. There may have been a line shut off of capped that didn't need to be. LS to follow up with FM to understand if his concern is resolved.~~

J. Discussion Items:

| Item No. | Action By | Description |
|----------|-----------|---|
| 3-1 | OEM | Discussed the solar and the required shut down to tie into the new electrical service. Fausto will information the solar company again that there is going to be a shutdown. Once a schedule is available, we will make it available as the solar company will likely need to shut their system down. We may have them come out for a coordination meeting prior to the shutdown. 5.22.17 – LS responded to the letter from the electrical contractor regarding summer work and power work. 6.5.17 – The electrician shut down the solar today. OEM will provide a tentative schedule for when the solar will be back on. 6.19.17 – Work is still on-going. SCE inspection is planned for Thursday. Pad, trough, etc. is planned to be poured on Friday. Gear is scheduled to be delivered this week. Before power is shut down, Luke Smith must be modified. Fausto will follow up with KP regarding power shut down of building 100. 6.26.17 – The gear is expected to be on-site at any time. LS confirmed that the solar company has been notified and is alright. 7.17.17 – SCE is scheduled to be on site installing 8/1 and 8/2; pour should be back on 8/3. Discussed the cost associated with the fencing as requested by SCE. LS will call SCE and ask if the fencing can be omitted and if the bollards can also be deleted. |
| 9-1 | N/A | Discussed the project schedule. Due to the masonry, the project has fallen behind schedule. JR stated that they will work to get the project back on schedule through the other trades once the masonry is off the critical path. |
| 12-1 | | Need to identify the location for the plaque. Will review at the next meeting. |
| 12-2 | | Will review Phase 1 path of travel at the next meeting. |

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.

MANGINI ASSOCIATES INC.

By: Ryan Morrelli **Title:** Architect

Attachments: Submittal log, RFI log, Bulletin log, Short interval schedule

Copies to: Attendees

Submittal Report - All

Project: New Multi-Purpose/Gym Building at Tipton Elementary School

Prepared On: 7/17/2017 12:00:00 AM

| ID | Spec Section | Subject | Status | Received | Last Action | Response Date |
|------|--------------|--|----------|-----------------------|---|-----------------------|
| 55 | 10 1400 | Signage Samples | Open | 2/17/2017 8:00:00 AM | Received - For Review | |
| 1 | 10 1400 | Signage and Plaque | Open | 12/15/2016 8:00:00 AM | Received - For Review | |
| 82 | 21 0000 | Fire Sprinkler System - Product Data | Open | 7/11/2017 7:00:00 AM | Forwarded - For Review | |
| 54.3 | 23 0000 | Heating, Ventilating and Air Conditioning | Open | 7/17/2017 7:00:00 AM | Forwarded - For Review | |
| | 01 7425 | Construction Waste Management and Controls | Expected | | | |
| | 05 5000 | Metal Fabrications | Expected | | | |
| | 07 1900 | Water Repellents | Expected | | | |
| | 07 2120 | Foam-In-Place Insulation | Expected | | | |
| | 07 8400 | Firestopping | Expected | | | |
| | 07 9210 | Elastomeric Joint Sealants | Expected | | | |
| | 08 5625 | Window Talk-Through Devices | Expected | | | |
| | 09 6110 | Moisture Control Treatment for Flooring | Expected | | | |
| | 10 2610 | Wall and Corner Protection | Expected | | | |
| | 11 6820 | Exterior Court Athletic Equipment | Expected | | | |
| 59.1 | 21 0000 | Fire Sprinkler System | Expected | | | |
| | 21 2300 | Wet Chemical Fire Suppression System | Expected | | | |
| 39.3 | 22 0000 | Plumbing | Expected | | | |
| 38.2 | 22 0000 | Plumbing - Site | Expected | | | |
| | 27 0000 | Communication Systems General | Expected | | | |
| | 27 0528 | Communication Raceways | Expected | | | |
| | 27 1700 | Structured Cabling Execution | Expected | | | |
| | 27 2000 | Network Electronics (WAN/LAN/Servers) | Expected | | | |
| | 27 2216 | Uninterruptible Power Supply | Expected | | | |
| | 27 3000 | Telephone/Voice System | Expected | | | |
| | 27 4030 | Audio Visual System-Conference Center | Expected | | | |
| | 32 1210 | Asphaltic Paving | Expected | | | |
| | 32 3120 | Custom Metal Gates | Expected | | | |
| | 32 3125 | Decorative Metal Fencing and Gates | Expected | | | |
| 41 | 00 3110 | Construction Schedule | Closed | 1/24/2017 8:00:00 AM | Responded and Closed - Reviewed | 1/24/2017 8:00:00 AM |
| 44 | 01 2910 | Payment Procedures | Closed | 1/30/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/30/2017 8:00:00 AM |
| 47 | 03 3000 | Foundation Rebar - Wall Plan Ramp & Column Reinf | Closed | 1/31/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/1/2017 8:00:00 AM |
| 46 | 03 3000 | Exterior Rebar | Closed | 1/31/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/1/2017 8:00:00 AM |
| 43 | 03 3000 | Rebar Slab | Closed | 1/26/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/31/2017 8:00:00 AM |
| 42 | 03 3000 | Rebar Foundation | Closed | 1/26/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 1/31/2017 8:00:00 AM |
| 34 | 03 3000 | Cast-In-Place Concrete | Closed | 1/9/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/9/2017 8:00:00 AM |
| 12 | 03 3000 | Concrete Vapor Barrier | Closed | 12/20/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/20/2016 8:00:00 AM |
| 10 | 03 3000 | Concrete Slip Dowel System | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/21/2016 8:00:00 AM |
| 9 | 03 3000 | Concrete Dry Pack Non-Shrink Grout | Closed | 12/16/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/16/2016 8:00:00 AM |
| 8 | 03 3000 | Concrete Curing Material | Closed | 12/16/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/16/2016 8:00:00 AM |
| 31R3 | 04 2900 | Reinforced Unit Masonry | Closed | 5/24/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 5/31/2017 7:00:00 AM |
| 31.2 | 04 2900 | Reinforced Unit Masonry | Closed | 2/8/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/14/2017 8:00:00 AM |
| 31.1 | 04 2900 | Reinforced Unit Masonry | Closed | 1/12/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 1/13/2017 8:00:00 AM |
| 31 | 04 2900 | Reinforced Unit Masonry | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 1/5/2017 8:00:00 AM |
| 78.1 | 05 1200 | Structural Steel Roof Framing | Closed | 5/9/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 5/16/2017 7:00:00 AM |
| 78 | 05 1200 | Structural Steel Roof Framing | Closed | 4/18/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 4/25/2017 7:00:00 AM |
| 61 | 05 1200 | Structural Steel Erection Drawings | Closed | 3/1/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 3/13/2017 7:00:00 AM |
| 53 | 05 1200 | Structural Steel Framing | Closed | 2/15/2017 8:00:00 AM | Review Response - Make Corrections Noted | 3/8/2017 8:00:00 AM |
| 60.1 | 05 3000 | Metal Decking | Closed | 3/2/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 3/6/2017 8:00:00 AM |
| 60 | 05 3000 | Metal Decking | Closed | 2/20/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 2/22/2017 8:00:00 AM |
| 49 | 05 4000 | Cold-Formed Metal Framing | Closed | 2/9/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/14/2017 8:00:00 AM |
| 83 | 05 5000 | Mechanical Frame - Structural Steel | Closed | 7/12/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 7/14/2017 7:00:00 AM |

| | | | | | | |
|------|---------|--|--------|-----------------------|---|-----------------------|
| 17 | 06 4000 | Architectural Woodwork Color Samples | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/22/2016 8:00:00 AM |
| 7R | 06 4000 | Architectural Woodwork Shop Drawings Revised | Closed | 12/22/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 7 | 06 4000 | Architectural Woodwork | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/16/2016 8:00:00 AM |
| 65 | 07 2100 | Blanket Insulation | Closed | 3/10/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 3/13/2017 7:00:00 AM |
| 80 | 07 3110 | Asphalt Shingles Samples | Closed | 5/15/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 5/22/2017 7:00:00 AM |
| 75R | 07 3110 | Asphalt Shingles | Closed | 5/15/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 5/15/2017 7:00:00 AM |
| 75 | 07 3110 | Asphalt Shingles | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Partial Resubmittal | 3/28/2017 7:00:00 AM |
| 74 | 07 5400 | Thermoplastic Membrane Roofing | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 3/28/2017 7:00:00 AM |
| 76 | 07 6200 | Sheet Metal Flashing and Trim | Closed | 3/29/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 3/29/2017 7:00:00 AM |
| 15 | 07 7200 | Roof Accessories | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 11 | 08 1110 | Hollow Metal Doors and Frames | Closed | 12/19/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/21/2016 8:00:00 AM |
| 14 | 08 3100 | Access Doors | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/28/2016 8:00:00 AM |
| 18 | 08 3300 | Coiling Doors | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 3/8/2017 8:00:00 AM |
| 36 | 08 5620 | Pass and Observation Windows | Closed | 1/13/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/18/2017 8:00:00 AM |
| 32 | 08 7100 | Door Hardware | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/5/2017 8:00:00 AM |
| 35 | 08 8100 | Glass Glazing | Closed | 1/13/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/17/2017 8:00:00 AM |
| 79 | 09 2400 | EIFS - Value Engineering | Closed | 4/24/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/24/2017 7:00:00 AM |
| 28 | 09 2400 | Cement Plaster | Closed | 12/29/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/29/2016 8:00:00 AM |
| 29 | 09 2900 | Gypsum Board | Closed | 12/29/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/29/2016 8:00:00 AM |
| 30 | 09 3000 | Tile Samples | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/5/2017 8:00:00 AM |
| 25 | 09 3000 | Tile | Closed | 12/29/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/30/2016 8:00:00 AM |
| 21 | 09 5100 | Acoustical Ceiling Color Samples | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 3 | 09 5100 | Acoustical Ceilings | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/15/2016 8:00:00 AM |
| 68 | 09 6500 | Resilient Flooring | Closed | 3/23/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 3/27/2017 7:00:00 AM |
| 66R | 09 6500 | Resilient Sheet Athletic Flooring - Samples | Closed | 4/7/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/7/2017 7:00:00 AM |
| 66 | 09 6560 | Resilient Sheet Athletic Flooring Samples | Closed | 3/15/2017 2:00:00 PM | Responded and Closed - Make Corrections Noted | 3/20/2017 7:00:00 AM |
| 64 | 09 6560 | Resilient Sheet Athletic Flooring | Closed | 3/6/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 3/6/2017 8:00:00 AM |
| 19 | 09 7720 | Vinyl Covered Tackboard Color Samples | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 4 | 09 7720 | Vinyl-Covered Tackboard Panels | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/15/2016 8:00:00 AM |
| 20 | 09 7730 | Fiberglass Reinforced Paneling Color Samples | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 5 | 09 7730 | Fiberglass Reinforced Paneling | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/15/2016 8:00:00 AM |
| 2 | 09 8435 | Sound Absorbing Ceiling Units (Tectum) | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/15/2016 8:00:00 AM |
| 63 | 09 9100 | Painting | Closed | 3/6/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 3/6/2017 8:00:00 AM |
| 62 | 09 9100 | Paint Samples (Brush Outs) | Closed | 3/6/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 3/8/2017 8:00:00 AM |
| 22 | 10 2120 | Composite Toilet Compartments | Closed | 12/23/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/27/2016 8:00:00 AM |
| 40 | 10 2240 | Folding Panel Partition Samples | Closed | 1/20/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/23/2017 8:00:00 AM |
| 37 | 10 2240 | Folding Panel Partitions | Closed | 1/17/2017 4:00:00 PM | Responded and Closed - No Exceptions Taken | 1/18/2017 4:00:00 PM |
| 23 | 10 2810 | Toilet Accessories | Closed | 12/23/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/27/2016 8:00:00 AM |
| 13 | 10 4400 | Fire Protection Specialties | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/21/2016 8:00:00 AM |
| 27 | 11 4000 | Food Service Equipment | Closed | 12/29/2016 4:00:00 PM | Responded and Closed - Make Corrections Noted | 1/5/2017 4:00:00 PM |
| 16 | 11 5210 | Projection Screens | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/22/2016 8:00:00 AM |
| 26 | 11 6140 | Stage Curtains | Closed | 12/29/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 1/24/2017 8:00:00 AM |
| 58 | 11 6620 | Scoreboard & Gymnasium Color Samples | Closed | 2/17/2017 4:00:00 PM | Responded and Closed - No Exceptions Taken | 4/24/2017 7:00:00 AM |
| 57 | 11 6620 | Gymnasium Equipment | Closed | 2/17/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/24/2017 8:00:00 AM |
| 52 | 11 6640 | Interior Scoreboards | Closed | 2/10/2017 4:00:00 PM | Responded and Closed - Make Corrections Noted | 4/24/2017 7:00:00 AM |
| 77 | 12 5625 | Built-In Folding Tables | Closed | 3/29/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/17/2017 7:00:00 AM |
| 48 | 14 4210 | Vertical Wheelchair Lifts | Closed | 2/3/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/6/2017 8:00:00 AM |
| 59 | 21 0000 | Fire Sprinkler System | Closed | 2/20/2017 8:00:00 AM | Responded and Closed - Rejected | 2/21/2017 8:00:00 AM |
| 39.2 | 22 0000 | Plumbing | Closed | 6/19/2017 7:00:00 AM | Responded and Closed - Rejected | 6/20/2017 7:00:00 AM |
| 39.1 | 22 0000 | Plumbing | Closed | 2/17/2017 8:00:00 AM | Responded and Closed - Partial Resubmittal | 2/24/2017 8:00:00 AM |
| 39 | 22 0000 | Plumbing | Closed | 1/18/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 1/26/2017 8:00:00 AM |
| 38.1 | 22 0000 | Plumbing - Site | Closed | 3/2/2017 8:00:00 AM | Responded and Closed - Partial Resubmittal | 3/13/2017 7:00:00 AM |
| 38 | 22 0000 | Plumbing - Site | Closed | 1/18/2017 8:00:00 AM | Responded and Closed - Partial Resubmittal | 1/26/2017 8:00:00 AM |
| 54.2 | 23 0000 | Heating, Ventilating and Air Conditioning | Closed | 7/11/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 7/12/2017 7:00:00 AM |
| 54.1 | 23 0000 | Heating, Ventilating and Air Conditioning | Closed | 3/21/2017 7:00:00 AM | Responded and Closed - Partial Resubmittal | 3/27/2017 7:00:00 AM |
| 54 | 23 0000 | Heating, Ventilating and Air Conditioning | Closed | 2/15/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 2/24/2017 8:00:00 AM |

| | | | | | | |
|------|---------|--|--------|-----------------------|---|----------------------|
| 67 | 26 6000 | Dimming System Lighting | Closed | 4/11/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/13/2017 7:00:00 AM |
| 45 | 26 6000 | Arc Flash Hazard Study and Short Circuit & Protective Devices Coordination Study | Closed | 1/31/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/2/2017 8:00:00 AM |
| 6.1 | 26 6000 | Electrical Power | Closed | 2/9/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/14/2017 8:00:00 AM |
| 6 | 26 6000 | Electrical Power | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - Partial Resubmittal | 2/6/2017 8:00:00 AM |
| 33 | 26 7000 | General Electrical | Closed | 1/6/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/2/2017 8:00:00 AM |
| 24 | 26 7000 | Lighting | Closed | 12/23/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/3/2017 8:00:00 AM |
| 71.1 | 27 1000 | Structured Cabling | Closed | 5/9/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 5/22/2017 7:00:00 AM |
| 71 | 27 1000 | Structured Cabling | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 4/17/2017 7:00:00 AM |
| 72 | 27 4000 | Assisted Listening System | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/17/2017 7:00:00 AM |
| 70.1 | 27 7000 | Intercom Paging System | Closed | 5/9/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 5/22/2017 7:00:00 AM |
| 70 | 27 7000 | Intercom Paging System | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 4/17/2017 7:00:00 AM |
| 73 | 27 9000 | Burglar Alarm System | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Rejected | 4/17/2017 7:00:00 AM |
| 69 | 28 3100 | Fire Alarm System | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 4/14/2017 7:00:00 AM |
| 56 | 32 1720 | Pavement Marking | Closed | 2/17/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/20/2017 8:00:00 AM |
| 81 | 32 1725 | Tactile Warning Surfaces | Closed | 7/6/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 7/6/2017 7:00:00 AM |
| 51 | 32 3110 | Gate Operator & Controls | Closed | 2/15/2017 4:00:00 PM | Responded and Closed - No Exceptions Taken | 2/21/2017 4:00:00 PM |
| 50.1 | 32 3115 | Chain Link Fences and Gates | Closed | 2/13/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/14/2017 8:00:00 AM |
| 50 | 32 3115 | Chain Link Fences and Gates | Closed | 2/10/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 2/10/2017 8:00:00 AM |

Request for Information Report - All

Project: New Multi-Purpose/Gym Building at Tipton Elementary School

Prepared On: 7/17/2017 12:00:00 AM

| ID | Subject | Status | Received | Last Action | Response Date |
|------|--|--------|----------------------|---------------------------------|----------------------|
| 56 | Missed Embed | Open | 7/12/2017 7:00:00 AM | Forwarded - To Answer | |
| 55 | Roof Decking Hilti Pins | Closed | 7/7/2017 7:00:00 AM | Responded and Closed - Answered | 7/10/2017 7:00:00 AM |
| 54 | Missed Embed | Closed | 6/19/2017 7:00:00 AM | Responded and Closed - Answered | 6/20/2017 7:00:00 AM |
| 53 | CMU Clarification | Closed | 6/16/2017 7:00:00 AM | Responded and Closed - Answered | 6/16/2017 7:00:00 AM |
| 52 | Existing Solar Underground Piping | Closed | 6/12/2017 7:00:00 AM | Responded and Closed - Answered | 6/13/2017 7:00:00 AM |
| 51 | SCE Service Yard Issue | Closed | 6/12/2017 7:00:00 AM | Responded and Closed - Answered | 6/13/2017 7:00:00 AM |
| 50 | 18in Storm Drain Conflict with Exiting 8in Sewer | Closed | 6/6/2017 7:00:00 AM | Responded and Closed - Answered | 6/6/2017 7:00:00 AM |
| 49 | 90 Out of Top of Wall Grid Line 4 | Closed | 5/31/2017 7:00:00 AM | Responded and Closed - Answered | 6/1/2017 7:00:00 AM |
| 48 | Walk-In Condenser Location | Closed | 5/31/2017 7:00:00 AM | Responded and Closed - Answered | 6/6/2017 7:00:00 AM |
| 47 | Beam Pocket | Closed | 5/30/2017 7:00:00 AM | Responded and Closed - Answered | 5/31/2017 7:00:00 AM |
| 46 | High Lift Grout | Closed | 5/31/2017 7:00:00 AM | Responded and Closed - Answered | 6/2/2017 7:00:00 AM |
| 45 | Duct in Room 819 | Closed | 5/25/2017 7:00:00 AM | Responded and Closed - Answered | 5/25/2017 7:00:00 AM |
| 44 | Lobby J Boxes | Closed | 5/24/2017 7:00:00 AM | Responded and Closed - Answered | 5/24/2017 7:00:00 AM |
| 43 | HVAC Duct Penetration at CMU | Closed | 5/23/2017 7:00:00 AM | Responded and Closed - Answered | 5/23/2017 7:00:00 AM |
| 42 | Intrusion Alarm Siren Back Box Requirements | Closed | 5/18/2017 7:00:00 AM | Responded and Closed - Answered | 5/22/2017 7:00:00 AM |
| 41 | Data Outlet in New Freezer Box | Closed | 5/17/2017 7:00:00 AM | Responded and Closed - Answered | 5/22/2017 7:00:00 AM |
| 40 | Rebar In Lieu Of Mesh At Stage Slab | Closed | 5/16/2017 7:00:00 AM | Responded and Closed - Answered | 5/18/2017 7:00:00 AM |
| 39 | Full Height Walls in Lieu of Braced Off Walls | Closed | 5/10/2017 7:00:00 AM | Responded and Closed - Answered | 5/15/2017 7:00:00 AM |
| 38 | Low Voltage Sleeves | Closed | 5/9/2017 7:00:00 AM | Responded and Closed - Answered | 5/22/2017 7:00:00 AM |
| 37 | Game Lines for Basketball Court | Closed | 5/5/2017 7:00:00 AM | Responded and Closed - Answered | 5/8/2017 7:00:00 AM |
| 36 | Stage Floor Box Mounting | Closed | 5/4/2017 7:00:00 AM | Responded and Closed - Answered | 5/4/2017 7:00:00 AM |
| 35 | Box Height for Clock Speaker Combo Boxes | Closed | 5/2/2017 7:00:00 AM | Responded and Closed - Answered | 5/2/2017 7:00:00 AM |
| 34R | Electrical Fly Fans Rough In Info & Outside Light Conflict | Closed | 5/8/2017 7:00:00 AM | Responded and Closed - Answered | 5/22/2017 7:00:00 AM |
| 34 | Electrical Fly Fans Rough In Inco & Outside Light Conflict | Closed | 5/2/2017 7:00:00 AM | Responded and Closed - Answered | 5/2/2017 7:00:00 AM |
| 33 | Electrical Symbol A on T Sheets | Closed | 5/2/2017 7:00:00 AM | Responded and Closed - Answered | 5/2/2017 7:00:00 AM |
| 32 | Columns on Grid 4 | Closed | 4/26/2017 7:00:00 AM | Responded and Closed - Answered | 4/27/2017 7:00:00 AM |
| 31 | Submittal #58 & #52 Scoreboard | Closed | 4/25/2017 7:00:00 AM | Responded and Closed - Answered | 4/25/2017 7:00:00 AM |
| 30 | Shop Drawing Clarification | Closed | 4/20/2017 7:00:00 AM | Responded and Closed - Answered | 4/20/2017 7:00:00 AM |
| 29.1 | Bent Plate Welds | Closed | 4/21/2017 7:00:00 AM | Responded and Closed - Answered | 4/24/2017 7:00:00 AM |
| 29 | Bent Plate Welds | Closed | 4/19/2017 7:00:00 AM | Responded and Closed - Answered | 4/20/2017 7:00:00 AM |
| 28 | Switch Boxes in South Wall Room 823 | Closed | 4/13/2017 7:00:00 AM | Responded and Closed - Answered | 4/13/2017 7:00:00 AM |
| 27 | Folding Panel Steel Dimensions | Closed | 4/5/2017 7:00:00 AM | Responded and Closed - Answered | 4/7/2017 7:00:00 AM |
| 26 | Smoke Vent Location | Closed | 4/4/2017 7:00:00 AM | Responded and Closed - Answered | 4/4/2017 7:00:00 AM |
| 25 | Steel Connection Plate | Closed | 4/4/2017 7:00:00 AM | Responded and Closed - Answered | 4/6/2017 7:00:00 AM |
| 24 | Clarification Face of Web to Center of Holes | Closed | 3/31/2017 7:00:00 AM | Responded and Closed - Answered | 4/3/2017 7:00:00 AM |
| 23 | Data Pull Boxes | Closed | 3/30/2017 7:00:00 AM | Responded and Closed - Answered | 4/10/2017 7:00:00 AM |
| 22 | Steel Clarifications Mill Cert | Closed | 3/27/2017 7:00:00 AM | Responded and Closed - Answered | 3/27/2017 7:00:00 AM |
| 21 | URGENT Stage Floor Structural Backfill | Closed | 3/27/2017 7:00:00 AM | Responded and Closed - Answered | 3/28/2017 7:00:00 AM |
| 20 | Sloped Shear Plate | Closed | 3/20/2017 7:00:00 AM | Responded and Closed - Answered | 3/22/2017 7:00:00 AM |

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|-----|-----------------------------------|--------|-----------------------|---------------------------------|-----------------------|
| 19 | Grout Pocket | Closed | 3/16/2017 2:00:00 PM | Responded and Closed - Answered | 3/20/2017 7:00:00 AM |
| 18 | Beam Pocket | Closed | 3/16/2017 2:00:00 PM | Responded and Closed - Answered | 3/20/2017 7:00:00 AM |
| 17 | Abandoned Concrete Tank | Closed | 3/15/2017 7:00:00 AM | Responded and Closed - Answered | 3/16/2017 7:00:00 AM |
| 16R | Storm Drain Conflict | Closed | 3/15/2017 2:00:00 PM | Responded and Closed - Answered | 3/20/2017 7:00:00 AM |
| 16 | Storm Drain Conflict | Closed | 3/14/2017 7:00:00 AM | Responded and Closed - Answered | 3/15/2017 7:00:00 AM |
| 15 | Abandoned Concrete Vault | Closed | 3/13/2017 2:00:00 PM | Responded and Closed - Answered | 3/20/2017 7:00:00 AM |
| 14 | Treads | Closed | 2/17/2017 8:00:00 AM | Responded and Closed - Answered | 2/28/2017 8:00:00 AM |
| 13 | Garbage Disposal Line | Closed | 2/16/2017 8:00:00 AM | Responded and Closed - Answered | 2/21/2017 8:00:00 AM |
| 12 | NLSL Meaning | Closed | 2/1/2017 8:00:00 AM | Responded and Closed - Answered | 2/1/2017 8:00:00 AM |
| 11 | Fixture F Safety Wire | Closed | 1/27/2017 8:00:00 AM | Responded and Closed - Answered | 1/31/2017 8:00:00 AM |
| 10 | Floor Box Clarification | Closed | 1/27/2017 4:00:00 PM | Responded and Closed - Answered | 1/30/2017 4:00:00 PM |
| 9 | Door Undercut | Closed | 1/11/2017 8:00:00 AM | Responded and Closed - Answered | 1/11/2017 8:00:00 AM |
| 8 | Service Yard Trash Enclosure | Closed | 1/11/2017 8:00:00 AM | Responded and Closed - Answered | 1/11/2017 8:00:00 AM |
| 7 | Construction Joints | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - Answered | 1/5/2017 8:00:00 AM |
| 6 | Edge Shovel Footing Detail Change | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - Answered | 1/5/2017 8:00:00 AM |
| 5 | Christy Box SB1 & SB2 Sizes | Closed | 12/22/2016 8:00:00 AM | Responded and Closed - Answered | 12/23/2016 8:00:00 AM |
| 4 | Basketball Control Panel | Closed | 12/20/2016 8:00:00 AM | Responded and Closed - Answered | 12/21/2016 8:00:00 AM |
| 3 | Panel RM 817 Power & Data Layouts | Closed | 12/20/2016 4:00:00 PM | Responded and Closed - Answered | 12/21/2016 4:00:00 PM |
| 2 | Moisture Barrier Discrepancy | Closed | 12/16/2016 8:00:00 AM | Responded and Closed - Answered | 12/20/2016 8:00:00 AM |
| 1 | CMU Wall Footing Change | Closed | 12/16/2016 8:00:00 AM | Responded and Closed - Answered | 12/27/2016 8:00:00 AM |

BULLETIN LOG

Project: New Multi-Purpose/Gymnasium at Tipton Elementary School
Owner: Tipton Elementary School District
Inspector: Tom Hirst
Contractor: Oral E. Micham, Inc.
Contingencies:
Allowances:

MAI Project No: 1473
DSA File No: 54-97
DSA Appl No: 02-114729

| Bulletin (B) | | | | Cost Order Request (COR) | | | | | | | | Change Order (CO) | |
|-----------------|-----|------|--------------------|--|-----------------|------------------------------|--|---------------|---------------|---------------|---|-------------------|-------------|
| Bulletin Number | DSA | Type | Date Issued | Change Description | COR Number | Date Received | Proposed Cost | Proposed Time | Accepted Cost | Accepted Time | Status | CO Number | Date Issued |
| 1 | Y | SI | 12.13.16 | Value Engineering Items (DSA) | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 12.13.16. | --- | --- |
| 1A | N | SI | 12.12.16 | Value Engineering Items (non-DSA) | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 2 | N | SI | 12.16.16 | Plumbing revision in Clean-Up Room 822 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 3 | N | PR | 1.23.17 | Revise layout of room 820 and provide utility connections for washer/dryer Reason: Engineer Omission | 3 3R | 2.16.17 4.10.17 | \$3,658.00 \$5,033.00 | 0 | \$5,033.00 | 0 | DSA approved 1.23.17. Owner approved 4.17.17. | 2 | 04.25.17 |
| 4 | N | PR | 1.23.17 | Provide pipe wrap per specifications (previously deleted by V.E.) Reason: Value Engineering | 4 | 2.16.17 | \$2,123.00 | 0 | \$2,123.00 | 0 | Owner approved 2.21.17. | 1 | 03.30.17 |
| 5 | N | SI | 1.24.17 | Revise the size of the Janitor Room 818 Reason: Improved Information | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 6 | N | PR | 1.24.17 | Delete the stage curtain motor from the project Reason: Clarification of Documents | 1 | 1.25.17 | (\$3,072.00) | 0 | (\$3,072.00) | 0 | Owner approved 1.25.17. | 1 | 03.30.17 |
| 7 | Y | SI | 2.6.17 | Revise wall elevations to indicate opening at door 809 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 2.2.17. | --- | --- |
| 8 8R | N | SI | 2.28.17 | Misc. electrical clarifications Reason: Recognition of Omission | 5 5.1 5.2 | 2.22.17 3.2.17 3.29.17 | \$7,413.00 \$2,261.00 \$2,082.00 | 0 | \$2,082.00 | 0 | Owner approved 3.30.17. | 1 | 03.30.17 |
| 9 | N | --- | --- | Delay Day Request (December & January) Reason: Field Conditions | 2 | 2.8.17 | \$0.00 | 26 | \$0.00 | 22 | Owner approved 2.13.17. | 1 | 03.30.17 |
| 10 | N | SI | 3.1.17 | Revise electrical to gate operator based on substitution Reason: Contractor Substitution | 7 | 3.21.17 | \$322.00 | 0 | \$0.00 | 0 | Void per OEM on 4.18.17. | --- | --- |
| 11 | N | PR | 3.1.17 | Provide power and controls conduit to scoreboard and shot clocks Reason: Engineer Omission | 10 | 3.28.17 | \$4,011.00 | 0 | \$4,011.00 | 0 | Owner approved 3.29.17. | 1 | 03.30.17 |
| 12 | N | SI | 3.8.17 | Revise the door and frame paint color at the stage storage doors Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 13 13R | N | PR | 3.22.17 4.19.17 | Delete the fire/smoke dampers from wall on G.L. H Reason: Clarification of Documents | 13 13.1 | 4.19.17 6.20.17 | (\$2,513.88) (\$3,638.65) | 0 | (\$3,638.65) | 0 | Owner approved 6.26.17. | 3 | |
| 14 | N | --- | --- | SWPPP Inspections - March 2017 Reason: Owner Allowance | 6 | 3.21.17 | \$1,168.00 | 0 | \$1,168.00 | 0 | Owner approved 3.23.17. | 2 | 04.25.17 |
| 15 | N | --- | --- | Underground locating for existing utilities Reason: Owner Allowance | 8 8.1 | 3.21.17 4.18.17 | \$2,781.00 \$2,320.00 | 0 | \$2,320.00 | 0 | DSA approved 4.19.17. | 2 | 04.25.17 |

| Bulletin (B) | | | | | Cost Order Request (COR) | | | | | | | Change Order (CO) | |
|-------------------------------------|-----|------|-------------|---|--------------------------|--------------------|--------------------------|---------------|---------------|---------------|-------------------------------------|-------------------|-------------|
| Bulletin Number | DSA | Type | Date Issued | Change Description | COR Number | Date Received | Proposed Cost | Proposed Time | Accepted Cost | Accepted Time | Status | CO Number | Date Issued |
| 16 | N | SI | 4.18.17 | Clarification of pilaster detail 3/S6.4 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 4.18.17. | --- | --- |
| 17 | N | --- | --- | RFI 23 - Provide larger pull box for communications Reason: Engineer Omission | 11 | 4.12.17 | \$1,561.00 | 0 | \$1,561.00 | 0 | Owner approved 4.25.17. | 3 | |
| 18 | Y | SI | 4.18.17 | Revise the styrofoam wrap and welded dowel at columns Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 4.18.17. | --- | --- |
| 19 | N | PR | 4.17.17 | Apply fluid-applied waterproofing at retaining walls Reason: Architect Omission | 14 14.1 | 4.21.17 4.25.17 | \$5,472.00 \$4,523.00 | 0 | \$4,523.00 | 0 | Owner approved 4.25.17. | 2 | 04.25.17 |
| 20 | N | --- | --- | Delay Day Request (February) Reason: Field Conditions | 9 | 4.19.17 | \$0.00 | 27 | \$0.00 | 22 | Owner approved 4.24.17. | 2 | 04.25.17 |
| 21 | N | --- | --- | Delay Day Request (March) Reason: Field Conditions | 12 | 4.19.17 | \$0.00 | 6 | \$0.00 | 2 | Owner approved 4.24.17. | 2 | 04.25.17 |
| 22 | Y | SI | 4.26.17 | Revised roof framing plan at folding partition Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 4.26.17. | --- | --- |
| 23 | N | SI | 5.8.17 | Revise the openings to and ceiling heights in rooms 802 and 805 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 24 | N | SI | 5.19.17 | Clarify the opening height between rooms 822 and 823 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 25 | N | --- | --- | SWPPP Inspections - April 2017 Reason: Owner Allowance | 15 | 5.22.17 | \$2,628.00 | 0 | \$2,628.00 | 0 | Owner approved 5.22.17. | 3 | |
| 26 | N | SI | 5.26.17 | Revise the ceiling height in Room 819 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 27 | Y | SI | 6.1.17 | RFI 47: Grout beam pocket revision detail 4/S6.4 Reason: Contractor Request | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 6.1.17. | --- | --- |
| 28 | Y | PR | 6.15.17 | Revise the wheelchair lift area Reason: Clarification of Documents | | | \$0.00 | 0 | \$0.00 | 0 | DSA approved 6.15.17. | | |
| 29 | N | --- | --- | SWPPP Inspections - May/June 2017 Reason: Owner Allowance | 17 | 6.21.17 | \$2,840.00 | 0 | \$2,840.00 | 0 | Owner approved 6.26.17. | 3 | |
| 30 | N | --- | --- | RFI 51 - Add chain link fencing, gates and mow-strip around the SCE enclosure Reason: Utility Company Requirement | 18 | 7.11.17 | \$24,213.96 | 0 | \$0.00 | 0 | <i>Pending Review.</i> | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Total Accepted Cost Impact → | | | | | | | | | \$ 21,578.35 | 46 | ← Total Accepted Time Impact | | |

PROGRESS MEETING NO. 13

Issue Date: July 24, 2017

PROJECT: New Multi-Purpose/Gym at Tipton Elem.
LOCATION: Project Site
OWNER: Tipton Elementary School District
CONTRACTOR: Oral E Micham Inc.

MEETING DATE: July 24, 2017
MAI PROJECT NO.: 1473
OWNER'S REPRESENTATIVE: Luke Smith
PROJECT INSPECTOR: Tom Hirst

Attendees:

Luke Smith (LS)

Fausto Martin (FM), Anthony Hernandez (AH)

Jerry Riggins (JR)

Kirk Purcaro (KP)

Ryan Morrelli (RM)

Tom Hirst (TH)

Weather

Clear Snow Cool
 Overcast Foggy Warm
 Rain Cold Hot

Site Conditions

Clear Dusty
 Muddy

Day

Monday Thursday
 Tuesday Friday
 Wednesday

Field Observations:

1. CMU installation at the stage and kitchen is ongoing. Friday the grouting will be complete.
2. Electrical rough in and steel embed work is ongoing with the CMU.
3. Structural steel is being installed.

Field Instructions:

1. None.

A. Project Status:

1. **Contract Time:**
 - a. Notice to Proceed Date: December 12, 2016
 - b. Initial Contract Duration: Nine months
 - c. Initial Completion Date: September 12, 2017
 - d. Current Projected Completion Date: December 21, 2017
 - e. Approved Time Extended Completion Date: October 28, 2017
 - f. Weather Days: 46 approved delay days to date.
2. **Contract Sum:**
 - a. Original Contract Sum: \$5,878,945.07
 - b. Approved Change Orders: \$13,044.00
 - c. Revised Contract Sum: \$5,897,133.07

B. Progress and Schedule:

1. **Schedule Conformance:** Update provided 6.30.17 (current date reflected above).
2. **Short Interval Schedule:** See attached.

C. Materials and Equipment:

1. **Submittals:** Refer to attached log.

D. Requests for Information:

1. **RFI's:** Refer to attached log.

E. Changes:

1. **Bulletins:** Refer to attached log.

F. Testing and Inspections:

1. **Testing in Progress:** Normal inspections on-going. Special inspection of masonry ongoing. Masonry coring is complete. Last grout test will be Friday.
2. **Nonconforming Work or Materials:** None.

G. DSA Inspection:

1. **Trip Visit:** Kurt Katsumata: 12.20.16, 1.25.17, 2.21.17, 4.4.17, 5.18.17, 6.6.17, 7.20.17.
2. **Corrections Needed:** None.
3. **Inspection Card Updates:** Card 1 section 1 complete.

H. Progress Payments:

1. **Percentage of Completion:** 35%

I. School District Items:

- 1.

J. Discussion Items:

| Item No. | Action By | Description |
|----------|-----------|---|
| 3-1 | OEM | <p>Discussed the solar and the required shut down to tie into the new electrical service. Fausto will information the solar company again that there is going to be a shutdown. Once a schedule is available, we will make it available as the solar company will likely need to shut their system down. We may have them come out for a coordination meeting prior to the shutdown.</p> <p>5.22.17 – LS responded to the letter from the electrical contractor regarding summer work and power work.</p> <p>6.5.17 – The electrician shut down the solar today. OEM will provide a tentative schedule for when the solar will be back on.</p> <p>6.19.17 – Work is still on-going. SCE inspection is planned for Thursday. Pad, trough, etc. is planned to be poured on Friday. Gear is scheduled to be delivered this week. Before power is shut down, Luke Smith must be modified. Fausto will follow up with KP regarding power shut down of building 100.</p> <p>6.26.17 – The gear is expected to be on-site at any time. LS confirmed that the solar company has been notified and is alright.</p> <p>7.17.17 – SCE is scheduled to be on site installing 8/1 and 8/2; pour should be back on 8/3. Discussed the cost associated with the fencing as requested by SCE. LS will call SCE and ask if the fencing can be omitted and if the bollards can also be deleted.</p> <p>7.24.17 – SCE schedule is unchanged. The chain link fencing and bollards can be deleted but access from the West property line to the transformer is still required. OEM will need to revise the pricing.</p> |
| 9-1 | N/A | <p>Discussed the project schedule. Due to the masonry, the project has fallen behind schedule. JR stated that they will work to get the project back on schedule through the other trades once the masonry is off the critical path.</p> |
| 12-1 | | <p>Need to identify the location for the plaque. Will review at the next meeting.</p> <p>7.24.17 – Looked at potential options, further discussion to follow.</p> |
| 12-2 | | <p>Will review Phase 1 path of travel at the next meeting.</p> <p>7.24.17 – The path of travel is compliant to the building code.</p> |

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.

MANGINI ASSOCIATES INC.

By: Ryan Morrelli Title: Architect

Attachments: Submittal log, RFI log, Bulletin log, Short interval schedule

Copies to: Attendees

Submittal Report - All

Project: New Multi-Purpose/Gym Building at Tipton Elementary School

Prepared On: 7/24/2017 12:00:00 AM

| ID | Spec Section | Subject | Status | Received | Last Action | Response Date |
|------|--------------|--|----------|-----------------------|---|-----------------------|
| 1 | 10 1400 | Signage and Plaque | Open | 12/15/2016 8:00:00 AM | Received - For Review | |
| 55 | 10 1400 | Signage Samples | Open | 2/17/2017 8:00:00 AM | Received - For Review | |
| | 01 7425 | Construction Waste Management and Controls | Expected | | | |
| | 07 1900 | Water Repellents | Expected | | | |
| | 07 2120 | Foam-In-Place Insulation | Expected | | | |
| | 07 8400 | Firestopping | Expected | | | |
| | 07 9210 | Elastomeric Joint Sealants | Expected | | | |
| | 08 5625 | Window Talk-Through Devices | Expected | | | |
| | 09 6110 | Moisture Control Treatment for Flooring | Expected | | | |
| | 10 2610 | Wall and Corner Protection | Expected | | | |
| | 11 6820 | Exterior Court Athletic Equipment | Expected | | | |
| 59.1 | 21 0000 | Fire Sprinkler System | Expected | | | |
| 82.1 | 21 0000 | Fire Sprinkler System - Product Data | Expected | | | |
| | 21 2300 | Wet Chemical Fire Suppression System | Expected | | | |
| 38.2 | 22 0000 | Plumbing - Site | Expected | | | |
| 39.3 | 22 0000 | Plumbing | Expected | | | |
| | 27 2216 | Uninterruptible Power Supply | Expected | | | |
| | 27 4030 | Audio Visual System-Conference Center | Expected | | | |
| | 32 1210 | Asphaltic Paving | Expected | | | |
| | 32 3120 | Custom Metal Gates | Expected | | | |
| | 32 3125 | Decorative Metal Fencing and Gates | Expected | | | |
| 41 | 00 3110 | Construction Schedule | Closed | 1/24/2017 8:00:00 AM | Responded and Closed - Reviewed | 1/24/2017 8:00:00 AM |
| 44 | 01 2910 | Payment Procedures | Closed | 1/30/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/30/2017 8:00:00 AM |
| 8 | 03 3000 | Concrete Curing Material | Closed | 12/16/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/16/2016 8:00:00 AM |
| 9 | 03 3000 | Concrete Dry Pack Non-Shrink Grout | Closed | 12/16/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/16/2016 8:00:00 AM |
| 10 | 03 3000 | Concrete Slip Dowel System | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/21/2016 8:00:00 AM |
| 12 | 03 3000 | Concrete Vapor Barrier | Closed | 12/20/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/20/2016 8:00:00 AM |
| 34 | 03 3000 | Cast-In-Place Concrete | Closed | 1/9/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/9/2017 8:00:00 AM |
| 42 | 03 3000 | Rebar Foundation | Closed | 1/26/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 1/31/2017 8:00:00 AM |
| 43 | 03 3000 | Rebar Slab | Closed | 1/26/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/31/2017 8:00:00 AM |
| 46 | 03 3000 | Exterior Rebar | Closed | 1/31/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/1/2017 8:00:00 AM |
| 47 | 03 3000 | Foundation Rebar - Wall Plan Ramp & Column Reinf | Closed | 1/31/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/1/2017 8:00:00 AM |
| 31 | 04 2900 | Reinforced Unit Masonry | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 1/5/2017 8:00:00 AM |
| 31.1 | 04 2900 | Reinforced Unit Masonry | Closed | 1/12/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 1/13/2017 8:00:00 AM |
| 31.2 | 04 2900 | Reinforced Unit Masonry | Closed | 2/8/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/14/2017 8:00:00 AM |
| 31R3 | 04 2900 | Reinforced Unit Masonry | Closed | 5/24/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 5/31/2017 7:00:00 AM |
| 53 | 05 1200 | Structural Steel Framing | Closed | 2/15/2017 8:00:00 AM | Review Response - Make Corrections Noted | 3/8/2017 8:00:00 AM |
| 61 | 05 1200 | Structural Steel Erection Drawings | Closed | 3/1/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 3/13/2017 7:00:00 AM |
| 78 | 05 1200 | Structural Steel Roof Framing | Closed | 4/18/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 4/25/2017 7:00:00 AM |
| 78.1 | 05 1200 | Structural Steel Roof Framing | Closed | 5/9/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 5/16/2017 7:00:00 AM |
| 60 | 05 3000 | Metal Decking | Closed | 2/20/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 2/22/2017 8:00:00 AM |
| 60.1 | 05 3000 | Metal Decking | Closed | 3/2/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 3/6/2017 8:00:00 AM |
| 49 | 05 4000 | Cold-Formed Metal Framing | Closed | 2/9/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/14/2017 8:00:00 AM |
| 83 | 05 5000 | Mechanical Frame - Structural Steel | Closed | 7/12/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 7/14/2017 7:00:00 AM |
| 7 | 06 4000 | Architectural Woodwork | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/16/2016 8:00:00 AM |
| 7R | 06 4000 | Architectural Woodwork Shop Drawings Revised | Closed | 12/22/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |

| | | | | | | |
|------|---------|--|--------|-----------------------|---|-----------------------|
| 17 | 06 4000 | Architectural Woodwork Color Samples | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/22/2016 8:00:00 AM |
| 65 | 07 2100 | Blanket Insulation | Closed | 3/10/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 3/13/2017 7:00:00 AM |
| 75 | 07 3110 | Asphalt Shingles | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Partial Resubmittal | 3/28/2017 7:00:00 AM |
| 75R | 07 3110 | Asphalt Shingles | Closed | 5/15/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 5/15/2017 7:00:00 AM |
| 80 | 07 3110 | Asphalt Shingles Samples | Closed | 5/15/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 5/22/2017 7:00:00 AM |
| 74 | 07 5400 | Thermoplastic Membrane Roofing | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 3/28/2017 7:00:00 AM |
| 76 | 07 6200 | Sheet Metal Flashing and Trim | Closed | 3/29/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 3/29/2017 7:00:00 AM |
| 15 | 07 7200 | Roof Accessories | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 11 | 08 1110 | Hollow Metal Doors and Frames | Closed | 12/19/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/21/2016 8:00:00 AM |
| 14 | 08 3100 | Access Doors | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/28/2016 8:00:00 AM |
| 18 | 08 3300 | Coiling Doors | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 3/8/2017 8:00:00 AM |
| 36 | 08 5620 | Pass and Observation Windows | Closed | 1/13/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/18/2017 8:00:00 AM |
| 32 | 08 7100 | Door Hardware | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/5/2017 8:00:00 AM |
| 35 | 08 8100 | Glass Glazing | Closed | 1/13/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/17/2017 8:00:00 AM |
| 28 | 09 2400 | Cement Plaster | Closed | 12/29/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/29/2016 8:00:00 AM |
| 79 | 09 2400 | EIFS - Value Engineering | Closed | 4/24/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/24/2017 7:00:00 AM |
| 29 | 09 2900 | Gypsum Board | Closed | 12/29/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/29/2016 8:00:00 AM |
| 25 | 09 3000 | Tile | Closed | 12/29/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/30/2016 8:00:00 AM |
| 30 | 09 3000 | Tile Samples | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/5/2017 8:00:00 AM |
| 3 | 09 5100 | Acoustical Ceilings | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/15/2016 8:00:00 AM |
| 21 | 09 5100 | Acoustical Ceiling Color Samples | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 66R | 09 6500 | Resilient Sheet Athletic Flooring - Samples | Closed | 4/7/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/7/2017 7:00:00 AM |
| 68 | 09 6500 | Resilient Flooring | Closed | 3/23/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 3/27/2017 7:00:00 AM |
| 64 | 09 6560 | Resilient Sheet Athletic Flooring | Closed | 3/6/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 3/6/2017 8:00:00 AM |
| 66 | 09 6560 | Resilient Sheet Athletic Flooring Samples | Closed | 3/15/2017 2:00:00 PM | Responded and Closed - Make Corrections Noted | 3/20/2017 7:00:00 AM |
| 4 | 09 7720 | Vinyl-Covered Tackboard Panels | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/15/2016 8:00:00 AM |
| 19 | 09 7720 | Vinyl Covered Tackboard Color Samples | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 5 | 09 7730 | Fiberglass Reinforced Paneling | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/15/2016 8:00:00 AM |
| 20 | 09 7730 | Fiberglass Reinforced Paneling Color Samples | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/22/2016 8:00:00 AM |
| 2 | 09 8435 | Sound Absorbing Ceiling Units (Tectum) | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/15/2016 8:00:00 AM |
| 62 | 09 9100 | Paint Samples (Brush Outs) | Closed | 3/6/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 3/8/2017 8:00:00 AM |
| 63 | 09 9100 | Painting | Closed | 3/6/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 3/6/2017 8:00:00 AM |
| 22 | 10 2120 | Composite Toilet Compartments | Closed | 12/23/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/27/2016 8:00:00 AM |
| 37 | 10 2240 | Folding Panel Partitions | Closed | 1/17/2017 4:00:00 PM | Responded and Closed - No Exceptions Taken | 1/18/2017 4:00:00 PM |
| 40 | 10 2240 | Folding Panel Partition Samples | Closed | 1/20/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/23/2017 8:00:00 AM |
| 23 | 10 2810 | Toilet Accessories | Closed | 12/23/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/27/2016 8:00:00 AM |
| 13 | 10 4400 | Fire Protection Specialties | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 12/21/2016 8:00:00 AM |
| 27 | 11 4000 | Food Service Equipment | Closed | 12/29/2016 4:00:00 PM | Responded and Closed - Make Corrections Noted | 1/5/2017 4:00:00 PM |
| 16 | 11 5210 | Projection Screens | Closed | 12/21/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 12/22/2016 8:00:00 AM |
| 26 | 11 6140 | Stage Curtains | Closed | 12/29/2016 8:00:00 AM | Responded and Closed - Make Corrections Noted | 1/24/2017 8:00:00 AM |
| 57 | 11 6620 | Gymnasium Equipment | Closed | 2/17/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/24/2017 8:00:00 AM |
| 58 | 11 6620 | Scoreboard & Gymnasium Color Samples | Closed | 2/17/2017 4:00:00 PM | Responded and Closed - No Exceptions Taken | 4/24/2017 7:00:00 AM |
| 52 | 11 6640 | Interior Scoreboards | Closed | 2/10/2017 4:00:00 PM | Responded and Closed - Make Corrections Noted | 4/24/2017 7:00:00 AM |
| 77 | 12 5625 | Built-In Folding Tables | Closed | 3/29/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/17/2017 7:00:00 AM |
| 48 | 14 4210 | Vertical Wheelchair Lifts | Closed | 2/3/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/6/2017 8:00:00 AM |
| 59 | 21 0000 | Fire Sprinkler System | Closed | 2/20/2017 8:00:00 AM | Responded and Closed - Rejected | 2/21/2017 8:00:00 AM |
| 82 | 21 0000 | Fire Sprinkler System - Product Data | Closed | 7/11/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 7/19/2017 7:00:00 AM |
| 38 | 22 0000 | Plumbing - Site | Closed | 1/18/2017 8:00:00 AM | Responded and Closed - Partial Resubmittal | 1/26/2017 8:00:00 AM |
| 38.1 | 22 0000 | Plumbing - Site | Closed | 3/2/2017 8:00:00 AM | Responded and Closed - Partial Resubmittal | 3/13/2017 7:00:00 AM |
| 39 | 22 0000 | Plumbing | Closed | 1/18/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 1/26/2017 8:00:00 AM |
| 39.1 | 22 0000 | Plumbing | Closed | 2/17/2017 8:00:00 AM | Responded and Closed - Partial Resubmittal | 2/24/2017 8:00:00 AM |

| | | | | | | |
|------|---------|--|--------|-----------------------|---|----------------------|
| 39.2 | 22 0000 | Plumbing | Closed | 6/19/2017 7:00:00 AM | Responded and Closed - Rejected | 6/20/2017 7:00:00 AM |
| 54 | 23 0000 | Heating, Ventilating and Air Conditioning | Closed | 2/15/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 2/24/2017 8:00:00 AM |
| 54.1 | 23 0000 | Heating, Ventilating and Air Conditioning | Closed | 3/21/2017 7:00:00 AM | Responded and Closed - Partial Resubmittal | 3/27/2017 7:00:00 AM |
| 54.2 | 23 0000 | Heating, Ventilating and Air Conditioning | Closed | 7/11/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 7/12/2017 7:00:00 AM |
| 54.3 | 23 0000 | Heating, Ventilating and Air Conditioning | Closed | 7/17/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 7/21/2017 7:00:00 AM |
| 6 | 26 6000 | Electrical Power | Closed | 12/15/2016 8:00:00 AM | Responded and Closed - Partial Resubmittal | 2/6/2017 8:00:00 AM |
| 6.1 | 26 6000 | Electrical Power | Closed | 2/9/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/14/2017 8:00:00 AM |
| 45 | 26 6000 | Arc Flash Hazard Study and Short Circuit & Protective Devices Coordination Study | Closed | 1/31/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/2/2017 8:00:00 AM |
| 67 | 26 6000 | Dimming System Lighting | Closed | 4/11/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/13/2017 7:00:00 AM |
| 24 | 26 7000 | Lighting | Closed | 12/23/2016 8:00:00 AM | Responded and Closed - No Exceptions Taken | 1/3/2017 8:00:00 AM |
| 33 | 26 7000 | General Electrical | Closed | 1/6/2017 8:00:00 AM | Responded and Closed - Make Corrections Noted | 2/2/2017 8:00:00 AM |
| 71 | 27 1000 | Structured Cabling | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 4/17/2017 7:00:00 AM |
| 71.1 | 27 1000 | Structured Cabling | Closed | 5/9/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 5/22/2017 7:00:00 AM |
| 72 | 27 4000 | Assisted Listening System | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 4/17/2017 7:00:00 AM |
| 70 | 27 7000 | Intercom Paging System | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Revise and Resubmit | 4/17/2017 7:00:00 AM |
| 70.1 | 27 7000 | Intercom Paging System | Closed | 5/9/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 5/22/2017 7:00:00 AM |
| 73 | 27 9000 | Burglar Alarm System | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Rejected | 4/17/2017 7:00:00 AM |
| 69 | 28 3100 | Fire Alarm System | Closed | 3/28/2017 7:00:00 AM | Responded and Closed - Make Corrections Noted | 4/14/2017 7:00:00 AM |
| 56 | 32 1720 | Pavement Marking | Closed | 2/17/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/20/2017 8:00:00 AM |
| 81 | 32 1725 | Tactile Warning Surfaces | Closed | 7/6/2017 7:00:00 AM | Responded and Closed - No Exceptions Taken | 7/6/2017 7:00:00 AM |
| 51 | 32 3110 | Gate Operator & Controls | Closed | 2/15/2017 4:00:00 PM | Responded and Closed - No Exceptions Taken | 2/21/2017 4:00:00 PM |
| 50 | 32 3115 | Chain Link Fences and Gates | Closed | 2/10/2017 8:00:00 AM | Responded and Closed - Revise and Resubmit | 2/10/2017 8:00:00 AM |
| 50.1 | 32 3115 | Chain Link Fences and Gates | Closed | 2/13/2017 8:00:00 AM | Responded and Closed - No Exceptions Taken | 2/14/2017 8:00:00 AM |

Request for Information Report - All

Project: New Multi-Purpose/Gym Building at Tipton Elementary School

Prepared On: 7/24/2017 12:00:00 AM

| ID | Subject | Status | Received | Last Action | Response Date |
|------|--|--------|----------------------|---------------------------------|----------------------|
| 57 | Embed Bolt Fix | Open | 7/21/2017 7:00:00 AM | Forwarded - To Answer | |
| 56 | Missed Embed | Closed | 7/12/2017 7:00:00 AM | Responded and Closed - Answered | 7/20/2017 7:00:00 AM |
| 55 | Roof Decking Hilti Pins | Closed | 7/7/2017 7:00:00 AM | Responded and Closed - Answered | 7/10/2017 7:00:00 AM |
| 54 | Missed Embed | Closed | 6/19/2017 7:00:00 AM | Responded and Closed - Answered | 6/20/2017 7:00:00 AM |
| 53 | CMU Clarification | Closed | 6/16/2017 7:00:00 AM | Responded and Closed - Answered | 6/16/2017 7:00:00 AM |
| 52 | Existing Solar Underground Piping | Closed | 6/12/2017 7:00:00 AM | Responded and Closed - Answered | 6/13/2017 7:00:00 AM |
| 51 | SCE Service Yard Issue | Closed | 6/12/2017 7:00:00 AM | Responded and Closed - Answered | 6/13/2017 7:00:00 AM |
| 50 | 18in Storm Drain Conflict with Exiting 8in Sewer | Closed | 6/6/2017 7:00:00 AM | Responded and Closed - Answered | 6/6/2017 7:00:00 AM |
| 49 | 90 Out of Top of Wall Grid Line 4 | Closed | 5/31/2017 7:00:00 AM | Responded and Closed - Answered | 6/1/2017 7:00:00 AM |
| 48 | Walk-In Condenser Location | Closed | 5/31/2017 7:00:00 AM | Responded and Closed - Answered | 6/6/2017 7:00:00 AM |
| 47 | Beam Pocket | Closed | 5/30/2017 7:00:00 AM | Responded and Closed - Answered | 5/31/2017 7:00:00 AM |
| 46 | High Lift Grout | Closed | 5/31/2017 7:00:00 AM | Responded and Closed - Answered | 6/2/2017 7:00:00 AM |
| 45 | Duct in Room 819 | Closed | 5/25/2017 7:00:00 AM | Responded and Closed - Answered | 5/25/2017 7:00:00 AM |
| 44 | Lobby J Boxes | Closed | 5/24/2017 7:00:00 AM | Responded and Closed - Answered | 5/24/2017 7:00:00 AM |
| 43 | HVAC Duct Penetration at CMU | Closed | 5/23/2017 7:00:00 AM | Responded and Closed - Answered | 5/23/2017 7:00:00 AM |
| 42 | Intrusion Alarm Siren Back Box Requirements | Closed | 5/18/2017 7:00:00 AM | Responded and Closed - Answered | 5/22/2017 7:00:00 AM |
| 41 | Data Outlet in New Freezer Box | Closed | 5/17/2017 7:00:00 AM | Responded and Closed - Answered | 5/22/2017 7:00:00 AM |
| 40 | Rebar In Lieu Of Mesh At Stage Slab | Closed | 5/16/2017 7:00:00 AM | Responded and Closed - Answered | 5/18/2017 7:00:00 AM |
| 39 | Full Height Walls in Lieu of Braced Off Walls | Closed | 5/10/2017 7:00:00 AM | Responded and Closed - Answered | 5/15/2017 7:00:00 AM |
| 38 | Low Voltage Sleeves | Closed | 5/9/2017 7:00:00 AM | Responded and Closed - Answered | 5/22/2017 7:00:00 AM |
| 37 | Game Lines for Basketball Court | Closed | 5/5/2017 7:00:00 AM | Responded and Closed - Answered | 5/8/2017 7:00:00 AM |
| 36 | Stage Floor Box Mounting | Closed | 5/4/2017 7:00:00 AM | Responded and Closed - Answered | 5/4/2017 7:00:00 AM |
| 35 | Box Height for Clock Speaker Combo Boxes | Closed | 5/2/2017 7:00:00 AM | Responded and Closed - Answered | 5/2/2017 7:00:00 AM |
| 34R | Electrical Fly Fans Rough In Info & Outside Light Conflict | Closed | 5/8/2017 7:00:00 AM | Responded and Closed - Answered | 5/22/2017 7:00:00 AM |
| 34 | Electrical Fly Fans Rough In Inco & Outside Light Conflict | Closed | 5/2/2017 7:00:00 AM | Responded and Closed - Answered | 5/2/2017 7:00:00 AM |
| 33 | Electrical Symbol A on T Sheets | Closed | 5/2/2017 7:00:00 AM | Responded and Closed - Answered | 5/2/2017 7:00:00 AM |
| 32 | Columns on Grid 4 | Closed | 4/26/2017 7:00:00 AM | Responded and Closed - Answered | 4/27/2017 7:00:00 AM |
| 31 | Submittal #58 & #52 Scoreboard | Closed | 4/25/2017 7:00:00 AM | Responded and Closed - Answered | 4/25/2017 7:00:00 AM |
| 30 | Shop Drawing Clarification | Closed | 4/20/2017 7:00:00 AM | Responded and Closed - Answered | 4/20/2017 7:00:00 AM |
| 29.1 | Bent Plate Welds | Closed | 4/21/2017 7:00:00 AM | Responded and Closed - Answered | 4/24/2017 7:00:00 AM |
| 29 | Bent Plate Welds | Closed | 4/19/2017 7:00:00 AM | Responded and Closed - Answered | 4/20/2017 7:00:00 AM |
| 28 | Switch Boxes in South Wall Room 823 | Closed | 4/13/2017 7:00:00 AM | Responded and Closed - Answered | 4/13/2017 7:00:00 AM |
| 27 | Folding Panel Steel Dimensions | Closed | 4/5/2017 7:00:00 AM | Responded and Closed - Answered | 4/7/2017 7:00:00 AM |
| 26 | Smoke Vent Location | Closed | 4/4/2017 7:00:00 AM | Responded and Closed - Answered | 4/4/2017 7:00:00 AM |
| 25 | Steel Connection Plate | Closed | 4/4/2017 7:00:00 AM | Responded and Closed - Answered | 4/6/2017 7:00:00 AM |
| 24 | Clarification Face of Web to Center of Holes | Closed | 3/31/2017 7:00:00 AM | Responded and Closed - Answered | 4/3/2017 7:00:00 AM |
| 23 | Data Pull Boxes | Closed | 3/30/2017 7:00:00 AM | Responded and Closed - Answered | 4/10/2017 7:00:00 AM |
| 22 | Steel Clarifications Mill Cert | Closed | 3/27/2017 7:00:00 AM | Responded and Closed - Answered | 3/27/2017 7:00:00 AM |

| | | | | | |
|-----|--|--------|-----------------------|---------------------------------|-----------------------|
| 21 | URGENT Stage Floor Structural Backfill | Closed | 3/27/2017 7:00:00 AM | Responded and Closed - Answered | 3/28/2017 7:00:00 AM |
| 20 | Sloped Shear Plate | Closed | 3/20/2017 7:00:00 AM | Responded and Closed - Answered | 3/22/2017 7:00:00 AM |
| 19 | Grout Pocket | Closed | 3/16/2017 2:00:00 PM | Responded and Closed - Answered | 3/20/2017 7:00:00 AM |
| 18 | Beam Pocket | Closed | 3/16/2017 2:00:00 PM | Responded and Closed - Answered | 3/20/2017 7:00:00 AM |
| 17 | Abandoned Concrete Tank | Closed | 3/15/2017 7:00:00 AM | Responded and Closed - Answered | 3/16/2017 7:00:00 AM |
| 16R | Storm Drain Conflict | Closed | 3/15/2017 2:00:00 PM | Responded and Closed - Answered | 3/20/2017 7:00:00 AM |
| 16 | Storm Drain Conflict | Closed | 3/14/2017 7:00:00 AM | Responded and Closed - Answered | 3/15/2017 7:00:00 AM |
| 15 | Abandoned Concrete Vault | Closed | 3/13/2017 2:00:00 PM | Responded and Closed - Answered | 3/20/2017 7:00:00 AM |
| 14 | Treads | Closed | 2/17/2017 8:00:00 AM | Responded and Closed - Answered | 2/28/2017 8:00:00 AM |
| 13 | Garbage Disposal Line | Closed | 2/16/2017 8:00:00 AM | Responded and Closed - Answered | 2/21/2017 8:00:00 AM |
| 12 | NLSL Meaning | Closed | 2/1/2017 8:00:00 AM | Responded and Closed - Answered | 2/1/2017 8:00:00 AM |
| 11 | Fixture F Safety Wire | Closed | 1/27/2017 8:00:00 AM | Responded and Closed - Answered | 1/31/2017 8:00:00 AM |
| 10 | Floor Box Clarification | Closed | 1/27/2017 4:00:00 PM | Responded and Closed - Answered | 1/30/2017 4:00:00 PM |
| 9 | Door Undercut | Closed | 1/11/2017 8:00:00 AM | Responded and Closed - Answered | 1/11/2017 8:00:00 AM |
| 8 | Service Yard Trash Enclosure | Closed | 1/11/2017 8:00:00 AM | Responded and Closed - Answered | 1/11/2017 8:00:00 AM |
| 7 | Construction Joints | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - Answered | 1/5/2017 8:00:00 AM |
| 6 | Edge Shovel Footing Detail Change | Closed | 1/4/2017 8:00:00 AM | Responded and Closed - Answered | 1/5/2017 8:00:00 AM |
| 5 | Christy Box SB1 & SB2 Sizes | Closed | 12/22/2016 8:00:00 AM | Responded and Closed - Answered | 12/23/2016 8:00:00 AM |
| 4 | Basketball Control Panel | Closed | 12/20/2016 8:00:00 AM | Responded and Closed - Answered | 12/21/2016 8:00:00 AM |
| 3 | Panel RM 817 Power & Data Layouts | Closed | 12/20/2016 4:00:00 PM | Responded and Closed - Answered | 12/21/2016 4:00:00 PM |
| 2 | Moisture Barrier Discrepancy | Closed | 12/16/2016 8:00:00 AM | Responded and Closed - Answered | 12/20/2016 8:00:00 AM |
| 1 | CMU Wall Footing Change | Closed | 12/16/2016 8:00:00 AM | Responded and Closed - Answered | 12/27/2016 8:00:00 AM |

BULLETIN LOG

Project: New Multi-Purpose/Gymnasium at Tipton Elementary School
Owner: Tipton Elementary School District
Inspector: Tom Hirst
Contractor: Oral E. Micham, Inc.
Contingencies:
Allowances:

MAI Project No: 1473
DSA File No: 54-97
DSA Appl No: 02-114729

| Bulletin (B) | | | | Cost Order Request (COR) | | | | | | | | Change Order (CO) | |
|-----------------|-----|------|--------------------|--|-----------------|------------------------------|--|---------------|---------------|---------------|---|-------------------|-------------|
| Bulletin Number | DSA | Type | Date Issued | Change Description | COR Number | Date Received | Proposed Cost | Proposed Time | Accepted Cost | Accepted Time | Status | CO Number | Date Issued |
| 1 | Y | SI | 12.13.16 | Value Engineering Items (DSA) | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 12.13.16. | --- | --- |
| 1A | N | SI | 12.12.16 | Value Engineering Items (non-DSA) | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 2 | N | SI | 12.16.16 | Plumbing revision in Clean-Up Room 822 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 3 | N | PR | 1.23.17 | Revise layout of room 820 and provide utility connections for washer/dryer Reason: Engineer Omission | 3 3R | 2.16.17 4.10.17 | \$3,658.00 \$5,033.00 | 0 | \$5,033.00 | 0 | DSA approved 1.23.17. Owner approved 4.17.17. | 2 | 04.25.17 |
| 4 | N | PR | 1.23.17 | Provide pipe wrap per specifications (previously deleted by V.E.) Reason: Value Engineering | 4 | 2.16.17 | \$2,123.00 | 0 | \$2,123.00 | 0 | Owner approved 2.21.17. | 1 | 03.30.17 |
| 5 | N | SI | 1.24.17 | Revise the size of the Janitor Room 818 Reason: Improved Information | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 6 | N | PR | 1.24.17 | Delete the stage curtain motor from the project Reason: Clarification of Documents | 1 | 1.25.17 | (\$3,072.00) | 0 | (\$3,072.00) | 0 | Owner approved 1.25.17. | 1 | 03.30.17 |
| 7 | Y | SI | 2.6.17 | Revise wall elevations to indicate opening at door 809 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 2.2.17. | --- | --- |
| 8 8R | N | SI | 2.28.17 | Misc. electrical clarifications Reason: Recognition of Omission | 5 5.1 5.2 | 2.22.17 3.2.17 3.29.17 | \$7,413.00 \$2,261.00 \$2,082.00 | 0 | \$2,082.00 | 0 | Owner approved 3.30.17. | 1 | 03.30.17 |
| 9 | N | --- | --- | Delay Day Request (December & January) Reason: Field Conditions | 2 | 2.8.17 | \$0.00 | 26 | \$0.00 | 22 | Owner approved 2.13.17. | 1 | 03.30.17 |
| 10 | N | SI | 3.1.17 | Revise electrical to gate operator based on substitution Reason: Contractor Substitution | 7 | 3.21.17 | \$322.00 | 0 | \$0.00 | 0 | Void per OEM on 4.18.17. | --- | --- |
| 11 | N | PR | 3.1.17 | Provide power and controls conduit to scoreboard and shot clocks Reason: Engineer Omission | 10 | 3.28.17 | \$4,011.00 | 0 | \$4,011.00 | 0 | Owner approved 3.29.17. | 1 | 03.30.17 |
| 12 | N | SI | 3.8.17 | Revise the door and frame paint color at the stage storage doors Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 13 13R | N | PR | 3.22.17 4.19.17 | Delete the fire/smoke dampers from wall on G.L. H Reason: Clarification of Documents | 13 13.1 | 4.19.17 6.20.17 | (\$2,513.88) (\$3,638.65) | 0 | (\$3,638.65) | 0 | Owner approved 6.26.17. | 3 | |
| 14 | N | --- | --- | SWPPP Inspections - March 2017 Reason: Owner Allowance | 6 | 3.21.17 | \$1,168.00 | 0 | \$1,168.00 | 0 | Owner approved 3.23.17. | 2 | 04.25.17 |
| 15 | N | --- | --- | Underground locating for existing utilities Reason: Owner Allowance | 8 8.1 | 3.21.17 4.18.17 | \$2,781.00 \$2,320.00 | 0 | \$2,320.00 | 0 | DSA approved 4.19.17. | 2 | 04.25.17 |

| Bulletin (B) | | | | | Cost Order Request (COR) | | | | | | | Change Order (CO) | |
|-------------------------------------|-----|------|-------------|--|--------------------------|--------------------|--------------------------|---------------|---------------|---------------|-------------------------------------|-------------------|-------------|
| Bulletin Number | DSA | Type | Date Issued | Change Description | COR Number | Date Received | Proposed Cost | Proposed Time | Accepted Cost | Accepted Time | Status | CO Number | Date Issued |
| 16 | N | SI | 4.18.17 | Clarification of pilaster detail 3/S6.4 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 4.18.17. | --- | --- |
| 17 | N | --- | --- | RFI 23 - Provide larger pull box for communications Reason: Engineer Omission | 11 | 4.12.17 | \$1,561.00 | 0 | \$1,561.00 | 0 | Owner approved 4.25.17. | 3 | |
| 18 | Y | SI | 4.18.17 | Revise the styrofoam wrap and welded dowel at columns Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 4.18.17. | --- | --- |
| 19 | N | PR | 4.17.17 | Apply fluid-applied waterproofing at retaining walls Reason: Architect Omission | 14 14.1 | 4.21.17 4.25.17 | \$5,472.00 \$4,523.00 | 0 | \$4,523.00 | 0 | Owner approved 4.25.17. | 2 | 04.25.17 |
| 20 | N | --- | --- | Delay Day Request (February) Reason: Field Conditions | 9 | 4.19.17 | \$0.00 | 27 | \$0.00 | 22 | Owner approved 4.24.17. | 2 | 04.25.17 |
| 21 | N | --- | --- | Delay Day Request (March) Reason: Field Conditions | 12 | 4.19.17 | \$0.00 | 6 | \$0.00 | 2 | Owner approved 4.24.17. | 2 | 04.25.17 |
| 22 | Y | SI | 4.26.17 | Revised roof framing plan at folding partition Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 4.26.17. | --- | --- |
| 23 | N | SI | 5.8.17 | Revise the openings to and ceiling heights in rooms 802 and 805 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 24 | N | SI | 5.19.17 | Clarify the opening height between rooms 822 and 823 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 25 | N | --- | --- | SWPPP Inspections - April 2017 Reason: Owner Allowance | 15 | 5.22.17 | \$2,628.00 | 0 | \$2,628.00 | 0 | Owner approved 5.22.17. | 3 | |
| 26 | N | SI | 5.26.17 | Revise the ceiling height in Room 819 Reason: Clarification of Documents | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | --- | --- |
| 27 | Y | SI | 6.1.17 | RFI 47: Grout beam pocket revision detail 4/S6.4 Reason: Contractor Request | --- | --- | \$0.00 | 0 | \$0.00 | 0 | DSA approved 6.1.17. | --- | --- |
| 28 | Y | PR | 6.15.17 | Revise the wheelchair lift area Reason: Clarification of Documents | | | \$0.00 | 0 | \$0.00 | 0 | DSA approved 6.15.17. | | |
| 29 | N | --- | --- | SWPPP Inspections - May/June 2017 Reason: Owner Allowance | 17 | 6.21.17 | \$2,840.00 | 0 | \$2,840.00 | 0 | Owner approved 6.26.17. | 3 | |
| 30 | N | --- | --- | RFI 51 - Add chain link fencing, gates and mow-strip around the SCE enclosure Reason: Utility Company Requirement | 18 | 7.11.17 | \$24,213.96 | 0 | \$0.00 | 0 | <i>Pending Review.</i> | | |
| 31 | N | PR | 7.17.17 | Provide wall furring in Room 813 at the fire extinguisher cabinet on the South wall (cannot be installed on the CMU wall) Reason: Architect Omission | | | \$0.00 | 0 | \$0.00 | 0 | | | |
| 32 | Y | SI | | RFI 56 - Repair detail for missed embed at Grids 6/C Reason: Field Condition | --- | --- | \$0.00 | 0 | \$0.00 | 0 | | | |
| Total Accepted Cost Impact → | | | | | | | | | \$ 21,578.35 | 46 | ← Total Accepted Time Impact | | |

7. Any Other Business-

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



Tiger Pride!

TIPTON ELEMENTARY SCHOOL

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

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

DATE August 1, 2017

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

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

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

RESOURCE Public Review of Budget Changes

RECOMMENDATION This is for discussion only and no action necessary

Board Members

Tony Macedo
President

Greg Rice
Clerk

Iva Sousa
Trustee

John Cardoza
Trustee

Shelley Heeger
Trustee

Tipton Elementary School District
 Public Review of Budget Changes (Ed Code 42127(h))
 Due to State Budget Act
 August 1, 2017

| Budget Item | Adopted Budget | Chanages | Proposed Budget |
|---------------------|-----------------------|-----------------|------------------------|
| Revenues | | | |
| LCFF Funding | 4,489,970 | -28,734 | 4,461,236 |
| Roll Taxes | 648,666 | 31,234 | 679,900 |
| Mandate Block Grant | 15,544 | 1,051 | 16,595 |
| One Time Mandate | 0 | 80,850 | 80,850 |
| | | | |
| Expenditures | | | |
| | | | |
| | | | |

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