AGENDA REGULAR BOARD MEETING

Tuesday, July 11, 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. 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.

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

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
- 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

5. **ADMINISTRATIVE:** Action items:

- 5.1 Consultant Services Contract Luke Smith
- **5.2** Consultant Services Contract Thomas Arthur Hirst

- **5.3** Approval of Quarterly Board Policies Updates for September 2016, March 2017 and May 2017
- 5.4 Update District's Authorized Signatures
- 5.5 Confidential Administrative Assistant Job Description
- **5.6** Approval of employment of Co-Superintendent/Principal
- 5.7 Approval of employment of Co-Superintendent of Business Service/Operations
- 5.8 Approval of employment of Co-Superintendent of Curriculum and Instruction
- **5.9** Appoint Secretary of the Board

6. **FINANCE:** Action items:

- 6.1 Vendor Payments
- 6.2 Budget Revisions

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

8. Any Other Business

- 9. 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.
 - **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

- 11. Report out from Closed Session
- 12. 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.

Agenda Posted: Thursday 6, 2017

4.1 Minutes of Regular Board Meeting - June 6, 2017

TIPTON ELEMENTARY SCHOOL DISTRICT REGULAR BOARD MEETING Minutes Tuesday, June 6, 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 pm and led the flag salute. Board Members present: Shelley Heeger, Iva Sousa and Tony Macedo. Absent Greg Rice and John Cardoza.

Open Public Hearing on the Local Control Accountability Plan (LCAP) 2017 - 2018 Open for public questions and comments

Motion to open public hearing on the LCAP was made by Iva Sousa and second by Shelley Heeger. Vote Yea 3/No 0/Abstain 0/Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

Mr. Jacob Munoz, Vice Principal/Projects Director, provided the board with an update of the LCAP. He highlighted both the goals and budget.

2.2 Close Public Hearing

Motion to close public hearing on the LCAP was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/No 0/Abstain 0/Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

3. Open Public Hearing on the 2017 - 2018 Budget Adoption

3.1 Open for public questions and comments

Motion to open public hearing on the 2017-2018 School Budget was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

3.2 Close Public Hearing

Motion to close public hearing on the 2017-2018 School Budget was made by Iva Sousa and second by Shelley Heeger. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

4. Public Input:

- 4.1 Community Relations/Citizen Comments No comments made
- 4.2 Reports by Employee Units CTA/CSEA No comments made

5. CONSENT CALENDAR: Action items:

- **5.1** Minutes of the Regular Board Meeting May 2, 2017
- 5.2 Minutes of the Special Board Meeting May 15, 2017
- 5.3 Memorandum of Understanding for Migrant Services
- **5.4** Surplus Library Books
- 5.5 California School Boards Association Gamut Online Service Agreement
- 5.6 California School Boards Association Manuel Maintenance Service Agreement
- **5.7** Lease Agreement with TCOE for Preschool

Motion to approve the consent calendar was made by Iva Sousa and second by Shelley Heeger. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

6. **ADMINISTRATIVE:** Action items:

6.1 Agreement for Tulare County Office Education to Conduct the Superintendent Search

Motion to approve agreement was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

6.2 Suicide Prevention Board Policy 5141.52 and Administrative Regulation 5141.52

Motion to approve Suicide Prevention Board Policy was made by Iva Sousa and second by Shelley Heeger. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

6.3 Approval of Job Descriptions: ASES Instructional Aide, Cook Helper, Health Aide, Instructional Aide, and Transportation/Maintenance/Grounds

Motion to approve job descriptions was made by Iva Sousa and second by Shelley Heeger. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

6.4 CTA Public Disclosure for the 2017-2018 school year

Motion to approve CTA Public Disclosure was made by Iva Sousa and second by Shelley Heeger. Vote Yea 3/No 0/Abstain 0/Absent 2Yea -3 - Shelley Heeger, Iva Sousa and Tony Macedo No - 0Abstain - 0Absent -2 - Greg Rice and John Cardoza

6.5 CSEA Public Disclosure for the 2017-2018 school year

Motion to approve CSEA Public Disclosure was made by Iva Sousa and second by Shelley Heeger. Vote Yea 3/No 0/Abstain 0/Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

6.6 Superintendent and Principal Request for Additional Days

Motion to approve additional days was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/No 0/Abstain 0/Absent 2Yea -3 - Shelley Heeger, Iva Sousa and Tony Macedo No - 0Abstain -0Absent -2 - Greg Rice and John Cardoza

6.7 Approval of Classified and Certificated Salary Schedules

Motion to approve of salary schedules was made by Iva Sousa and second by Shelley Heeger. Vote Yea 3/No 0/Abstain 0/Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

7. **FINANCE:** Action items:

7.1 Vendor Payments

Motion to approve vendor payments was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/No 0/Abstain 0/Absent 2

Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

7.2 Budget Revisions

Motion to approve budget revisions was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/No 0/Abstain 0/Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Abstain – 2 – Greg Rice and John Cardoza

8. **INFORMATION:** (Verbal Reports & presentations)

8.1 MOT--FOOD SERVICE—PROJECTS. *Fausto Martin, MOT Director, updated the board on the summer work schedule and the wireless thermostats.*

Erika Mendoza, Cafeteria Manager, informed the board of our upcoming changes to the "Provision 2 Lunch Program".

9. Any Other Business

9.1 Multipurpose Building Update Progress Meeting No. 6 Progress Meeting No. 7 Progress Meeting No. 8

Luke Smith gave an oral report on the status of the Multi-purpose Building.

10. Adjourn to Closed Session: at 8:04pm

11. Reconvene to open session at 9:27pm

12. Report out from Closed Session

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

Approve resignation of Joshua Avila, ASES Instructional Aide. Approve re-employment of Angie Muratalla from the rehire list as a Yard Duty and ASES Instructional Aide. Approve Leave Request for Debbie Santos

Motion to approve employment, resignations and leaves was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza 10.2 Student transfers, expulsion, reinstatements, suspensions, inter District request, etc.

Motion to approve all student transfers was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No - 0Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

10.3 Discussion on Certificated/Classified Negotiation

a. Approval of MOU between CSEA Chapter #765 and TESD Regarding Job Description

Motion to approve MOU between CSEA and TESD was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

b. Approve CTA Tentative Agreement

Article 12.1

Effective July 1, 2017 certificated salary schedule will be increased by 2.25%.

Article 13.1

Fully paid benefits at \$1385.48 per month totaling \$16,625.76

Article 21

Delete Article 21 - Peer Assistance and Review

Motion to approve CTA Tentative Agreement was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/No 0/Abstain 0/Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Abstain – 2 – Greg Rice and John Cardoza

c. Approve CSEA Tentative Agreement
 Article 7
 Effective July 1, 2017 classified salary schedule will be increased by 2.25%.

Article 8

Fully paid benefits at \$1385.48 per month totaling \$16,625.76

Motion to approve CSEA Tentative Agreement was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

10.4 Management Negotiation and Discussion.

Motion to approve a 2.25% salary increase and fully paid benefits was made by Shelley Heeger and second by Iva Sousa. Vote Yea 3/ No 0/ Abstain 0/ Absent 2 Yea – 3 - Shelley Heeger, Iva Sousa and Tony Macedo No – 0 Abstain – 0 Absent – 2 – Greg Rice and John Cardoza

13. Adjournment

Minutes approved July 11, 2017

Tony Macedo, President

Greg Rice, Clerk

Stacey Bettencourt, Secretary

4.2 Minutes of Special Board Meeting - June 8, 2017

TIPTON ELEMENTARY SCHOOL DISTRICT SPECIAL BOARD MEETING Minutes Thursday, June 8, 2017 4:00 p.m. District Conference Room

1. Call to order- Flag Salute

Board President, Tony Macedo, called the meeting to order at 4:08 pm and led the flag salute. Board Members present: Shelley Heeger, Iva Sousa, Tony Macedo and Greg Rice. Absent was John Cardoza.

2. Public Input:

2.1 Community Relations/Citizen Comments - No comments made

2.2 Reports by Employee Units CTA/CSEA – No comments made

3. ADMINISTRATIVE: Action items:

3.1 Approval of proposed Local Control Accountability Plan (LCAP) for the 2017-2018 School Year

Motion to approve the Local Control Accountability Plan (LCAP) for the 2017-2018 School Year was made by Iva Sousa and second by Greg Rice. Vote Yea 4/ No 0/ Abstain 0/ Absent 1 Yea – 4 - Shelley Heeger, Iva Sousa, Tony Macedo and Greg Rice No - 0Abstain – 0 Absent – 1 - John Cardoza

3.2 Approval of proposed School Budget for the 2017-2018 School Year

Motion to approve the School Budget for the 2017-2018 School Year was made Greg Rice and second by Iva Sousa. Vote Yea 4/ No 0/ Abstain 0/ Absent 1 Yea – 4 - Shelley Heeger, Iva Sousa, Tony Macedo and Greg Rice No – 0 Abstain – 0 Abstain – 1 - John Cardoza

3.3 Approval of Updated School Calendar 2017-2018

Motion to approve updated School Calendar for the 2017-2018 School Year was made by Iva Sousa and second by Greg Rice. Vote Yea 4/ No 0/ Abstain 0/ Absent 1 Yea – 4 - Shelley Heeger, Iva Sousa, Tony Macedo and Greg Rice No - 0Abstain – 0 Abstain – 0

4. Adjourn to Closed Session: 4:18pm

4.1 Government Code 54957 Public Employee Appointment/Employment Title: Superintendent

5. **Reconvene to open session** 5:25pm

6. Report out from Closed Session

No Action Taken

7. Adjournment 5:26pm

Minutes approved July 11, 2017

Tony Macedo, President

Greg Rice, Clerk

Miguel A. Guerrero Ed.D., Secretary

4.3 Consolidated Application

California Department of Education

Consolidated Application

Tipton Elementary (54 72215 000000)

Status: Certified Saved by: Jacob Munoz Date: 6/14/2017 11:14 AM

2017-18 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at http://www.cde.ca.gov/fg/aa/co/ca17asstoc.asp.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form is on file.

Authorized Representative's Full Name	Jacob Munoz
Authorized Representative's Signature	
Authorized Representative's Title	VP-Projects
Authorized Representative Signature Date	06/14/2017

California Department of Education

Consolidated Application

Tipton Elementary (54 72215 000000)

Status: Certified Saved by: Jacob Munoz Date: 6/14/2017 11:20 AM

2017-18 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, <u>frozic@cde.ca.gov</u>, 916-319-0269 Mindi Yates, Title I Policy and Program Guidance Office, <u>myates@cde.ca.gov</u>, 916-319-0789

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jacob Munoz
Authorized Representative Title	VP-Projects
Authorized Representative Signature Date	06/14/2017
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

Tipton Elementary (54 72215 000000)

Status: Certified Saved by: Jacob Munoz Date: 6/14/2017 11:37 AM

2017-18 Application for Funding

CDE Program Contact:

Education Data Office, <u>ConApp@cde.ca.gov</u>, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/11/2017
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Alvaro Rodriguez
DELAC review date	04/20/2017
Meeting minutes web address	http://www.tiptonschool.org
Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant)	Yes
ESSA Sec. 1111 et seq. SACS 3010	
Title II Part A (Supporting Effective Instruction)	Yes
ESEA Sec. 2104 SACS 4035	
Title III Part A Immigrant	Yes
ESEA Sec. 3102 SACS 4201	
Title III Part A English Learner	Yes
ESEA Sec. 3102 SACS 4203	

Tipton Elementary (54 72215 000000)

Status: Certified Saved by: Jacob Munoz Date: 6/14/2017 11:37 AM

2017-18 Title III, Part A English Learner Student Program Subgrant Budget

The purpose of this report is to provide a proposed budget for 2017-18 English learner (EL) student program subgrant funds only per the Title III, Part A, English Learner Students Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, <u>pstevens@cde.ca.gov</u>, 916-323-5838 Geoffrey Ndirangu, Language Policy and Leadership Office, <u>gndirang@cde.ca.gov</u>, 916-323-5831

Estimated Entitlement Calculation

Note: If the estimated entitlement amount does not meet the minimum \$10,000 program eligibility criteria for direct funding status, further action may be required. To receive instructions regarding the consortium application process, please contact Patty Stevens by phone at 916-323-5838 or by e-mail at pstevens@cde.ca.gov.

Estimated English learner per student allocation	\$93.37
Estimated English learner student count	385
Estimated English learner entitlement amount	\$35,947

Budget

Professional development activities	\$0
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$35,228
Parent, family, and community engagement	\$0
Direct administration costs	\$0
(Amount cannot exceed 2% of the estimated entitlement)	
Indirect costs	\$719
(Amount should be calculated using the LEA's approved indirect cost rate)	
Total allocation budget	\$35,947

Tipton Elementary (54 72215 000000)

Status: Certified Saved by: Jacob Munoz Date: 6/14/2017 11:37 AM

2017-18 Title III, Part A Immigrant Student Program Subgrant Budget

The purpose of this report is to provide a proposed budget for 2017-18 Immigrant Student Program Subgrant funds only per the Title III, Part A, Immigrant Student Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, <u>pstevens@cde.ca.gov</u>, 916-323-5838 Geoffrey Ndirangu, Language Policy and Leadership Office, <u>gndirang@cde.ca.gov</u>, 916-323-5831

Estimated Entitlement Calculation

Note: Only LEAs that have 21 or more eligible immigrant students, and that have experienced a significant increase of two percent or greater growth in eligible immigrant student enrollment in the current year compared with the average of the two preceding fiscal years are eligible for Title III, Part A Immigrant Student Program Subgrant funds. Use your Immigration student count that was provided to the California Longitudinal Pupil Achievement Data System on census day of October 5, 2016.

Estimated Immigrant per student allocation	\$80.77
Estimated Immigrant student count	20
Estimated Immigrant entitlement amount	\$1,615

Budget

Authorized activities	\$1,583
Direct administration costs	\$0
(Amount cannot exceed 2% of the estimated entitlement)	
Indirect costs	\$32
(Amount should be calculated using the LEA's approved indirect cost rate)	
Total allocation budget	\$1,615

California Department of Education

Consolidated Application

Tipton Elementary (54 72215 000000)

Status: Certified Saved by: Jacob Munoz Date: 6/14/2017 11:37 AM

2017-18 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and subrecipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at http://www.cde.ca.gov/fg/ac/sa/.

2017-18 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system	
(Maximum 500 characters)	

Warning The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:6/14/2017

4.4 TCOE Agreement for Special Friends Program

TULARE COUNTY SUPERINTENDENT OF SCHOOLS AND <u>TIPTON SCHOOL DISTRICT</u> AGENCY AGREEMENT 2017-2018

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: DISTRICT shall provide services as set forth: see Exhibit A
- 3. COST OF SERVICES: SUPERINTENDENT shall pay DISTRICT the actual costs of such services to the extent they are allowable under the terms of the applicable grant not to exceed the sum of \$8,500.00

4. METHOD OF PAYMENT:

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

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

DISTRICT

Dr. Miguel Guerrero, Superintendent Tipton School District 370 N. Evans Road PO Box 787 Tipton, CA 93272

ul le Anener 1/7 mi-By: Date:

SUPERINTENDENT

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

By: Date:

<u>TCOE ProgramInformation</u> Contact Person and Phone No.:

Contact Person and Phone No.: Tiffany Stark, Program Manager (559) 730-2910 ext. 5147 Budget Number: 010-90307-0-577050-311000-58000-0000-000 Tulare County Office of Education Attn: Tammy Bradford, Assistant Superintendent/Special Services P.O. Box 5091, Visalia, CA93278-5091

EXHIBIT A

SCOPE OF SERVICES CHILDREN AT RISK OF SCHOOL FAILURE – K-3 EARLY INTERVENTION PROGRAM

1. RESPONSIBILITIES OF CONTRACTOR:

Tipton School District will hire a minimum of the same number of paraprofessional aide(s) from 2016-2017 school year to provide one to one services to selected at-risk K-3 students utilizing the Special Friends model (Does not apply to new contracts). District agrees to implement this model based on the guidelines provided by the Tulare County office of Education grant coordinator. District agrees to:

1. Provide supervision of the Special Friend paraprofessionals by a P.P.S. credentialed school psychologist.

2. Provide workspace activity room for the paraprofessional to conduct services with students. Room should be reasonably confidential and easily accessible.

3. District will utilize Tulare County Office of Education provided evaluation tools and agrees to follow evaluation procedures and guidelines.

4. District agrees to gather the required demographic and evaluation data needed to implement this program.

5. District agrees to provide Tulare County Office of Education with monthly invoices no later than the 5^{th} of each month. The provided invoice template shall be utilized by District.

6. Paraprofessionals will participate in monthly training provided by Tulare County Office of Education.

Budget expenditures are expected to be in the following areas; part-time salary(s) for paraprofessional Special Friends(s) plus benefits, mileage to monthly meetings, materials, and indirect costs.

Funds will not be used to supplant any currently funded service.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

Provide ongoing consultation to sub grantees by the grant coordinator in the form of email/electronic communication, telephone consultation, and face-to-face visit to sites. Provide initial training for Special Friends paraprofessionals in September 2017. Provide evaluation forms and procedures. Provide hand-outs, brochures, on-going training materials and resource information to school sites. Provide print, electronic and PowerPointeducational materials to assist with programimplementation.

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

RESOLUTION OF THE GOVERNING BOARD OF TIPTON ELEMENTARY SCHOOL DISTRICT

In the Matter of Authorizing Inter-fund Loan for) Cash Flow Purposes) RESOLUTION # 2017-2018-01.

WHEREAS, the Tipton Elementary School District administers various funds; and,

WHEREAS, the school district occasionally has cash shortages in it's segregated funds at the county treasury; and,

WHEREAS, Education Code Section 42603 authorizes inter-fund loans to cover such temporary cash shortages;

THEREFORE, BE IT RESOLVED that the Governing Board of the Tipton Elementary school district authorizes the District Administration to transfer funds as needed for cash-flow purposes and to repay those transfers as funds become available for the 2017-2018 school year.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of f, seconded by f, at a regular meeting of the Governing Board on the 11th day of July, 2017 by the following vote.

Ayes:0Noes:0Abstentions:0Absent:0

Secretary of said District Board

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

RESOLUTION OF THE GOVERNING BOARD OF TIPTON ELEMENTARY SCHOOL DISTRICT

In the Matter of Authorization for County) Superintendent of Schools to make year end) Budget Transfers)

RESOLUTION # 2017-2018-02

WHEREAS, at the close of any school year the County Superintendent of schools may, with the consent of the Governing Board of a school district previously given, make such transfers between the undistributed reserve and any expenditure classification or classifications or balance any expenditure classifications of the budget of the district for such school year as are necessary to permit the payment of obligations of the district incurred during such school year; and,

WHEREAS, the total amount budgeted as the proposed expenditure of the school district for each major classification of school district expenditures listed in the school district budget forms prescribed by the Superintendent of Public Instruction shall be the maximum amount which may be expended for that classification of expenditures for the school year; and,

WHEREAS, the district wishes to ensure that all expenditures of the school district during the <u>2016-2017</u> fiscal year have been appropriately budgeted for.

THEREFORE, BE IT RESOLVED that, at the close of the <u>2016-2017</u> Fiscal year the County Superintendent of Schools be authorized in accordance with Education Code Section 42601 to make such transfers between the unappropriated fund balance and/or any expenditures classifications of the budget as are necessary to permit the payment of obligations of the school district incurred during the fiscal year.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of f, seconded by f, at a regular meeting of the Governing Board on the 11th day of July, 2017 by the following vote.

Ayes:0Noes:0Abstentions:0Absent:0

Secretary of said District Board

County superintendents who make certain year-end fund balance transfers for small school districts in their county are now required to notify each district of the transfers made. The definition of a small school district has been changed from A... those districts with an average daily attendance of 2,500 or less...@ to those districts identified in EC 41301 which sets forth the state school fund allocation schedule. Small elementary school districts are now defined as having less that 901 units of average daily attendance (ada), small high school districts are now defined as having less than 301 ada, and small unified school districts are now defined as having less than 1,501 ada.

42601. At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year. For each elementary, high school, and unified school district that, during the preceding school year, had an average daily attendance less than the level, as appropriate, specified in subdivision (a) of Section 41301, the county superintendent of schools, with the consent of the governing board of the school district, may identify and make the transfers, and shall so notify the districts.

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

BEFORE THE BOARD OF TRUSTEES OF THE TIPTON 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 2017-2018 Fiscal Year

RESOLUTION No. 2017-2018-03

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 Web site 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 property 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 above recitals are true and correct;
- 2. 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 for the 2017-2018 fiscal year shall be made in open session of a public meeting of the governing board of Tipton School District;
- 3. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of the Tipton School District has determined to spend the monies received from the Education Protection Account for the 2017-2018 fiscal year as attached;
- 4. Upon finalizing financial data for the fiscal year, the District Superintendent, or designee, is hereby directed to immediately publish on the district's Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular meeting held on July 11, 2017, by the following vote:

AYES: NOES: ABSENT:

I, Stacey Bettencourt, secretary of the governing board of the Tipton 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 11th day of July, 2017.

Date: July 11, 2017

Secretary, Board of Trustees

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

RESOLUTION OF THE GOVERNING BOARD OF TIPTON ELEMENTARY SCHOOL DISTRICT

In the matter of Authorizing Inter-fund Transfers) In Accordance with the Budget) RESOLUTION #2017-2018-04

WHEREAS, the Governing Board of the District adopted its Annual Budget for the Fiscal Year 2017-2018; and,

WHEREAS, the Governing Board of the District approved Inter-fund Transfers between the various funds of the District as recorded in the budget document in accordance with Education Code;

THEREFORE, BE IT RESOLVED that the Governing Board authorizes District Administration to make inter-fund transfers in accordance with the budget, not to exceed the amount of appropriation.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of f, seconded by f, at a regular meeting of the Governing Board on the 11th day of July, 2017 by the following vote.

Ayes:	0
Noes:	0
Abstentions:	0
Absent:	0

Secretary/Clerk of said District Board

5. ADMINISTRATIVE: Action items:

5.1 Consultant Services Contract Luke Smith

TIPTON ELEMENTARY SCHOOL DISTRCIT 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. <u>CONSULTANT SERVICES</u> 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. <u>PAYMENT</u> 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. <u>TERM OF AGREEMENT</u> The term of this Agreement begins on **July 1, 2017** and ends **June 30, 2018**. 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. <u>TIME FOR PERFORMANCE</u> All services required of the Contractor will be completed on or before the specified end of the term.
- 5. <u>RECORDS</u> 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. <u>STATUS OF CONTRACTOR</u> 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. <u>HOLD HARMLESS</u> 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. <u>COMPLIANCE WITH LAWS</u> 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. <u>MODIFICATION OR ASSIGNMENT</u>. 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

Signature	Date	Approved by	Date
Print Name	Phone #	Print Name	Title
Social Security No/ Employee ID Number			
Address			
City			
OFFICE USE ONLY:			
Requested by: District Administrator		Date	
Source of funding		Budget Classification	_
		SUBMIT INVOICE TO:	
Fingerprint Clearance: T.B. Clearance Yes No Yes No		Business Office Tipton Elementary School District P.O. Box 787 Tipton, CA. 93272	

5. ADMINISTRATIVE: Action items:

5.2 Consultant Services Contract Thomas Arthur Hirst

TIPTON ELEMENTARY SCHOOL DISTRCIT 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. <u>CONSULTANT SERVICES</u> 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".
- <u>PAYMENT</u> 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. <u>TERM OF AGREEMENT</u> The term of this Agreement begins on **July 1, 2017** and ends **June 30, 2018**. 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. <u>TIME FOR PERFORMANCE</u> All services required of the Contractor will be completed on or before the specified end of the term.
- 5. <u>RECORDS</u> 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. <u>STATUS OF CONTRACTOR</u> 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. <u>HOLD HARMLESS</u> 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. <u>COMPLIANCE WITH LAWS</u> 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. <u>MODIFICATION OR ASSIGNMENT</u>. 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

Signature	Date	Approved by	Date
Print Name	Phone #	Print Name	Title
Social Security No/ Employee ID Number			
Address			
City			
OFFICE USE ONLY:			
Requested by: District Administrator		Date	
Source of funding		Budget Classification	_
		SUBMIT INVOICE TO:	
Fingerprint Clearance: T.B. Clearance Yes No Yes No		Business Office Tipton Elementary School District P.O. Box 787 Tipton, CA. 93272	

5. ADMINISTRATIVE: Action items:

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

POLICY GUIDE SHEET September 2016 Page 1 of 2

Note: Descriptions below identify revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

BP/AR 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Mandated policy updated to reflect programs that must be investigated in accordance with the uniform complaint procedures (UCP), as listed on the California Department of Education's 2016/17 UCP Checklist. Mandated administrative regulation revised to clarify required annual notification and complaint filing requirements, and to provide for equitable treatment of a respondent to a complaint as required under federal law.

BP/AR 3230 - Federal Grant Funds

(BP/AR added)

New mandated policy and mandated regulation reflect major requirements for the management of federal grant funds contained in the Office of Management and Budget's (OMB) <u>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</u> (commonly called the "Uniform Guidance"), including the mandate to adopt written procedures related to procurement, conflict of interest, cash management, and allowable costs. Policy addresses the board's desire to maintain fiscal integrity and transparency in the use of federal grant funds, key components of the district's financial management system, and the submission of performance reports in accordance with law and the requirements of the awarding agency. Regulation includes material related to allowable costs, procurement, cash management, audits, and records, including requirements for employees to document "time and effort" spent on grant activities. Regulation also reflects the option to delay implementation of the procurement standards in the Uniform Guidance up to July 1, 2017, provided that the decision is documented in the district's procurement policy.

BP/AR 3270 - Sale and Disposal of Books, Equipment and Supplies

(BP/AR revised)

Policy and regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.

AR 3440 - Inventories

(AR revised)

Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds, cross-reference new BP/AR 3230 - Federal Grant Funds, and reflect requirement to annually submit an inventory listing of federally owned property in the district's custody to the federal agency that granted the award.

AR 3460 - Financial Reports and Accountability

(AR revised)

Regulation updated to add general language on the need to audit federal grant funds, while deleting detailed material regarding the submission of records related to the audit of federal funds, now addressed in AR 3230 - Federal Grant Funds. Section on "Other Postemployment Benefits Report" updated to reflect Governmental Accounting Standards Board (GASB) Statement 75, which supersedes GASB Statement 45 for fiscal years beginning after June 15, 2017, although earlier implementation is encouraged. Revisions reflect the requirements to report the total unfunded liability for OPEBs and to perform an actuarial valuation every two years regardless of the number of members in the OPEB plan, although an alternative method is still allowed for plans with fewer than 100 members.

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AR 3512 - Equipment

(AR revised)

Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.

BP/AR 5145.3 - Nondiscrimination/Harassment

(BP/AR revised)

Mandated policy revised to clarify (1) that the policy is applicable to off-campus conduct that may have a continuing impact on a student at school, and (2) that the district must investigate all allegations of discrimination of which it has notice, regardless of whether a formal written complaint is filed, and must take action to address any effect of discrimination found. Mandated administrative regulation updated to ensure consistency of reporting procedure with formal complaint process in the UCP and to clarify various provisions in the section on "Transgender and Gender-Nonconforming Students."

BP/AR 5145.7 - Sexual Harassment

(BP/AR revised)

Mandated policy revised to clarify that the district must investigate every allegation of sexual harassment of which it has notice, whether or not a formal written complaint is filed, and, when needed, must take interim measures to ensure safety of any student complainant or victim of sexual harassment. Mandated administrative regulation revised to recommend how the district may address a report of off-campus sexually harassing conduct.

POLICY GUIDE SHEET March 2017 Page 1 of 4

Note: Descriptions below identify revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

BP 0460 - Local Control and Accountability Plan

(BP revised)

Policy updated to reflect **NEW LAW** (Proposition 58, 2016) which requires the local control and accountability plan (LCAP) development process to include solicitation of parent/guardian and community input on effective and appropriate instructional methods, including language acquisition programs. Policy also reflects the State Board of Education's (SBE) adoption of evaluation rubrics (the "California School Dashboard") that will assist districts in evaluating progress toward their LCAP goals.

BP/AR 3260 - Fees and Charges

(BP/AR revised)

Policy reorganized and updated to reflect a California Department of Education (CDE) management advisory regarding the prohibition against requiring parent/guardian volunteer hours or payment as a condition of the student's enrollment or participation in educational activities. Regulation updated to reflect **NEW LAW** (AB 2615, 2016) which permits districts to charge a fee for participation in After School Education and Safety (ASES) programs, 21st Century Community Learning Center (21st CCLC) programs, and 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program, as long as the fee is waived or reduced for low-income families and, effective July 1, 2017, the fee is not charged for a homeless or foster youth. Regulation also clarifies the permissibility of charging a fee for in-state field trips in accordance with CDE's interpretation of law, provided that no student is prevented from participating based on a lack of funds.

AR 4112.22 - Staff Teaching English Learners

(AR revised)

Regulation updated to revise definition of "English learner" pursuant to Proposition 58 (2016). Regulation also deletes material regarding the Certificate of Staff Development issued by the Commission on Teacher Credentialing and provides a general paragraph applicable to multiple types of authorizations to teach English learners. Title of regulation updated to reflect current terminology.

E 4112.9/4212.9/4312.9 - Employee Notifications

(E revised)

Exhibit updated to add notice seeking volunteers to administer opioid antagonist pursuant to **NEW LAW** (AB 1748, 2016), delete notice seeking volunteers to administer anti-seizure medication as the requirement self-repealed on January 1, 2017, add notice informing new employees of their right to purchase Public Employment Retirement Service credit for certain active military service, and update legal citations.

AR 4161.1/4361.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to add new section on "Additional Leave for Disabled Military Veterans" reflecting **NEW LAW** (SB 1180, 2016) which entitles eligible certificated employees to receive an additional 10 days of sick leave with pay during the first year of employment for the purpose of undergoing medical treatment for a military service-connected disability. Regulation reflects **NEW LAW** (AB 2393, 2016) which clarifies differential pay for parental leave ("baby bonding" leave), including clarifying that such leave will run concurrently with parental leave taken under the California Family Rights Act, but, unlike the CFRA, does not require an employee to have at least 1,250 hours of service with the district in the previous 12-month period. Regulation also clarifies applicability of law requiring a reemployment list for employees who are not medically able to resume duties after a specified period of time.

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AR 4261.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to add new section on "Additional Leave for Disabled Military Veterans" reflecting **NEW LAW** (SB 1180, 2016) which entitles eligible classified employees to receive an additional 12 days of sick leave with pay during the first year of employment for the purpose of undergoing medical treatment for a military service-connected disability. Regulation also updated to reflect **NEW LAW** (AB 2393, 2016) which extends to classified employees the same provisions related to differential pay for parental leave that were previously granted only to certificated employees.

BP 5111 - Admission

(BP revised)

Policy updated and released on GAMUT in February, in conjunction with new CSBA Legal Guidance, to clarify that, under state compulsory education laws and the U.S. Supreme Court decision in <u>Plyler v. Doe</u>, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. Policy includes direction not to inquire into a student's citizenship or immigration status nor deny enrollment on the basis of citizenship or immigration status. Policy also reflects **NEW LAW** (AB 2308, 2016) which extends the requirement that the district's enrollment forms include an informational item about affordable health care options and available enrollment assistance through the 2020-21 school year.

BP 5111.1 - District Residency

(BP revised)

Policy updated and released on GAMUT in February, in conjunction with new CSBA Legal Guidance, to clarify that, under state compulsory education laws and the U.S. Supreme Court decision in <u>Plyler v. Doe</u>, districts cannot deny enrollment on the basis of citizenship or immigration status and therefore should not request visas, passports, or other documentation that would discourage undocumented children from enrolling in school.

BP/AR 5113 - Absences and Excuses

(BP/AR revised)

Policy updated to reflect the requirement for a board resolution approving reasonable methods by which students can verify absences due to illness or quarantine. Policy also deletes section on "Effect of Absence on Grades/Credits," as that material is covered in BP/AR 5121 - Grades/Evaluation of Student Achievement and BP 6154 - Homework/Makeup Work. Regulation updated to reflect **NEW LAW** (AB 1593, 2016) which provides that a student's attendance at his/her own naturalization ceremony constitutes an excused absence. Regulation also includes parent notification requirement formerly in BP, and adds notifications that a student may be excused for religious exercises or instruction and that a student's grade will not be lowered following an excused absence provided that missed schoolwork is completed within a reasonable period of time.

BP/AR 5141.52 - Suicide Prevention

(BP/AR revised)

Policy and regulation substantially revised to reflect **NEW LAW** (AB 2246, 2016) which mandates districts serving grades 7-12 to adopt policy on suicide prevention, intervention, and postvention by the beginning of the 2017-18 school year. Policy and regulation reflect the mandate to address any related staff development to be provided to teachers in grades 7-12 and to address the needs of specified high-risk student populations. In addition, policy and regulation add best practices in prevention, intervention, and postvention, including, but not limited to, student instruction, crisis intervention procedures, follow-up care for a student who threatens or attempts suicide, and the provision of counseling and other postvention strategies to reduce suicide contagion.

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E 5145.6 - Parental Notifications

(E revised)

Exhibit updated to reflect **NEW LAWS** adding parental notifications related to language acquisition programs (Proposition 58, 2016), involuntary transfer of a student convicted of violent felony or firearms-related misdemeanor (SB 1343, 2016), enrollment priorities for homeless and foster youth in before/after school programs (AB 2615, 2016), and exemption from local graduation requirements for former juvenile court school students (AB 2306, 2016). Exhibit also deletes notification related to structured English immersion programs pursuant to Proposition 58, and updates legal citations and referenced CSBA sample policies/regulations.

BP/AR 5148.2 - Before/After School Programs

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (AB 2615, 2016) which permits districts to charge a family fee for participation in an ASES, 21st CCLC, or ASSETs program, as long as the fee is waived or reduced for low-income families and, effective July 1, 2017, the fee is not charged for a homeless or foster youth. Policy also links program content with goals in the district's LCAP, and includes material formerly in AR related to priorities for establishing district programs consistent with state and federal priorities for funding programs. Regulation also reflects provisions of AB 2615 which require first priority for enrollment, beginning July 1, 2017, to be given to students identified as homeless or foster youth and require ASSETs programs to provide for access to computers and technology.

BP 6111 - School Calendar

(BP revised)

Policy updated to clarify that a district must offer a minimum of 175 instructional days per school year until it meets or exceeds its funding target under the local control funding formula, at which time the minimum required number of instructional days is 180. Policy also adds reference to the requirement for a minimum of 163 instructional days per year for multitrack year-round schools.

BP 6117 - Year-Round Schedules

(BP revised)

Policy updated to clarify that a year-round school is generally required to offer a minimum of 175 instructional days per school year until the district meets or exceeds its funding target under the local control funding formula, at which time the minimum required number of instructional days is 180. Policy adds conditions under which a multitrack year-round school may instead offer a minimum of 163 instructional days.

BP/AR 6142.2 - World/Foreign Language Instruction

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (Proposition 58, 2016) which authorizes the establishment of dual-language immersion programs that provide integrated language learning and academic instruction for English learners and native speakers of English. Policy also reflects **NEW LAW** (AB 2290, 2016) which requires the SBE to consider revisions to the state content standards for world languages by March 31, 2019. Regulation reflects provisions of Proposition 58 which (1) delete the requirement that a parent/guardian request a waiver of structured English immersion instruction so that an English learner may participate in a dual-language immersion program, (2) require dual-language immersion programs in grades K-3 to meet class size requirements, and (3) require a parental notice with information on the district's dual-language and other language acquisition programs.

POLICY GUIDE SHEET March 2017 Page 4 of 4

BP 6144 - Controversial Issues

(BP revised)

Policy updated to provide that parents/guardians may be given an opportunity to opt out of instruction on controversial issues only when required by law, not at the discretion of a teacher or administrator. Policy also clarifies the district's right to limit teacher expressions of personal opinion when teachers are in the classroom and therefore acting on behalf of the district.

BP/AR/E 6174 - Education for English Learners

(BP/AR revised; E deleted)

Policy and regulation substantially revised to reflect **NEW LAW** (Proposition 58) which authorizes parents/guardians to select a language acquisition program that best suits their child and eliminates the requirement for parents/guardians to request a waiver from the district if they want to enroll their child in a program other than a structured English immersion program. Policy reflects provisions of Proposition 58 that require districts to (1) offer, at a minimum, a structured English immersion program; (2) seek parent/guardian and community input on language acquisition programs during development of the district's LCAP; and (3) to the extent possible, offer a language acquisition program requested by parents/guardians of 30 or more students at a school or 20 or more students in any grade level at the school. Policy and regulation also reflect revisions in Title III English learner programs, including renumbering of accountability requirements and changes in the required parental notification, pursuant to the Every Student Succeeds Act. Title of policy and regulation updated to reflect current terminology. Exhibit deleted as districts no longer need a sample form for the parental exception waiver.

BP 6176 - Weekend/Saturday Classes

(BP revised)

Policy updated to reflect **NEW LAW** (AB 2659, 2016) which authorizes makeup classes for any type of absence, including excused absences, to be offered during the weekend. Policy also adds material regarding the circumstances under which teachers cannot be assigned to work on a weekend.

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Note: Descriptions below identify revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

BP/AR 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (AB 2306, 2016) which authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to course credit transfer and exemption from local graduation requirements for former juvenile court school students. Regulation also references **NEW LAW** (SB 1375, 2016) which requires districts, on or before July 1, 2017, to post information relating to Title IX, including specified information about complaint procedures, on their web sites.

BP 1340 - Access to District Records

(BP revised)

Policy updated to reflect **NEW COURT DECISION** (<u>City of San Jose v. Superior Court</u>) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

BP 2121 - Superintendent's Contract

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1436, 2016) which requires the board, prior to taking final action on the superintendent's salary or benefits, to orally report a summary of the recommended action during open session of a board meeting. Updated policy also clarifies that deliberations regarding the superintendent's salary or other compensation cannot be held during a special meeting of the board.

BP/AR 3551 - Food Service Operations/Cafeteria Plan

(BP/AR revised)

Policy and regulation updated to reflect **NEW FEDERAL GUIDANCE** (U.S. Department of Agriculture Memorandum SP 46-2016 and SP 23-2017) which mandates any district participating in the National School Lunch and/or Breakfast Program to adopt a written policy on meal charges, including the collection of delinquent meal charge debt, no later than July 1, 2017, and to annually communicate that policy to parents/guardians. Policy and regulation also reflect **NEW STATE GUIDANCE** (California Department of Education Management Bulletin SNP-03-2017) which requires district policy to ensure that students with unrecovered or delinquent meal charge debt are not overtly identified, requires that debt collection efforts are consistent with specified cost principles, and establishes conditions for reclassifying unpaid debt as bad debt. Policy also revised to reflect the Buy American provision of federal regulations which requires districts, to the maximum extent practicable, to purchase domestically grown and processed foods.

AR 3580 - District Records

(AR revised)

Regulation updated to revise material related to the retention of electronic records, including records pertaining to district business that are created, saved, sent, or received on an employee's or board member's personal device, to reflect **NEW COURT DECISION** (<u>City of San Jose v. Superior Court</u>) which held that such records may be accessible to the public in accordance with the California Public Records Act.

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BP/AR 4127/4227/4327 - Temporary Athletic Team Coaches

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (AB 1639, 2016) which requires coaches, beginning July 1, 2017, to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. Policy also allows a coach to submit either the Activity Supervisor Clearance Certificate or the Department of Justice and Federal Bureau of Investigation criminal background check. Material regarding certification of coaches' qualifications to the board and the State Board of Education moved from AR to BP.

BP 4312.1 - Contracts

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1436, 2016) which requires the board, prior to taking final action on the salary or benefits of employees whose position within the district is established through an employment contract, to orally report a summary of the recommended action during open session of a board meeting. Updated policy also clarifies the limited circumstances under which salary and benefits may be discussed in closed session and the prohibition against discussing salary or other compensation during a special meeting of the board.

AR 5145.3 - Nondiscrimination/Harassment

(AR revised)

Regulation updated to reflect **NEW LAW** (SB 1375, 2016) which requires districts and schools to post specified Title IX information on their web sites by July 1, 2017. Regulation also explains the limited impact in California of the February 22, 2017 federal action to rescind earlier guidance regarding transgender students' use of sex-segregated facilities in accordance with their gender identity.

BP 6142.93 - Science Instruction

(BP revised)

Policy updated to reflect the **NEW CURRICULUM FRAMEWORK** for science instruction adopted by the State Board of Education in November 2016 and the Next Generation Science Standards. Policy also adds new material related to the required course of study, science courses required for high school graduation, staff development, program evaluation, and safety in science laboratories.

BP 6145 - Extracurricular and Cocurricular Activities

(BP revised)

Policy updated to reflect law which provides that a homeless student must be immediately deemed to meet all residency requirements for participation in extracurricular activities. Legal cites added for the prohibition against student fees and the requirement to annually review the policy.

BP/AR 6145.2 - Athletic Competition

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (AB 1639, 2016) which requires (1) distribution to student athletes and parents/guardians of information on the nature and warning signs of sudden cardiac arrest, (2) training of coaches and athletic directors on the nature and warning signs of sudden cardiac arrest, and (3) removal of a student from an athletic activity if he/she passes out or faints, until clearance is obtained from a health care provider. Policy also updated to reflect the prohibition against the use of a racially derogatory or discriminatory athletic team name, mascot, or nickname. Policy reflects law which provides that a homeless student must be immediately deemed to meet all residency requirements for participation in interscholastic athletic activities. Regulation also updated to reflect **NEW LAW** (SB 1375, 2016) which requires districts and schools to post specified Title IX information on their web sites by July 1, 2017.

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BP/AR 6178.1 - Work-Based Learning

(BP/AR revised)

Policy updated to add material formerly in AR regarding board approval of any district plan for work-based learning and board approval to pay students' wages out of district funds. Regulation updated to reflect **NEW LAW** (AB 2063, 2016) which authorizes the district to grant credit for satisfactory completion of a work experience education program to students ages 14-15 when the principal certifies that such credit is necessary for the student's participation in a career technical education (CTE) program. Regulation also reflects provision of AB 2063 which allows students to participate in job shadowing activities for up to 40 hours per semester, intersession, or summer school session if the principal certifies that it is necessary for participation in a CTE program.

BP 7214 - General Obligation Bonds

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1029, 2016) which requires the board to adopt a debt management policy prior to issuing any debt, including a general obligation bond, and to certify to the California Debt and Investment Advisory Commission that any proposed issuance of debt is consistent with the district's policy. Policy also reflects **NEW LAW** (AB 2116, 2016) which requires the board to obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor, and **NEW LAW** (AB 2738, 2016) which prohibits districts from withdrawing proceeds from bond sales at any time for the purpose of making investments outside the county treasury. Policy also adds caution that some uses of bond proceeds that are specified in the Education Code for bond elections with a 66.67 percent threshold may be inconsistent with the California Constitution and encourages consultation with legal counsel.

BB 9012 - Board Member Electronic Communications

(BB revised)

Bylaw updated to reflect **NEW COURT DECISION** (<u>City of San Jose v. Superior Court</u>) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

5. ADMINISTRATIVE: Action items:

5.4 Update District's Authorized Signatures

ADDITIONAL ADMINISTRATOR AUTHORIZED SIGNATURE FOR CALENDAR YEAR 2017

Tipton Elementory SCHOOL DISTRICT

TO: County Superintendent of Schools ATTN: Shelly DiCenzo

In accordance with Education Code Section 42633, the governing board of the above school district, following its annual organizational meeting in 2016, filed with the County Superintendent of Schools the verified signature of each person authorized to sign orders in its name.

Said school district wishes to add the name and signature of another administrator to its list of authorized signers and/or remove an administrator from the list. The governing board of said district, at a regular/special meeting, held on the _____ day of _____, 20__, authorized the new administrator, whose signature appears opposite his or her name below, to sign orders in the name of said governing board and/or authorized the removal of the administrator named below:

REMOVE FROM THE AUTHORIZED SIGNER LI	IST Miguel A. Guerrero
PRINT NAME:	0
ADD TO AUTHORIZED SIGNER LIST -	
	AUTHORIZED DERSON SIGN HERE:
TYPE OR PRINT NAME HERE:	AUTHORIZED MERSON SIGN HERE.
	A de Muiner
Jacob Munoz	Mango Munny
	·
All authorized signers will be included on one sheet :	following the December 2017 organizational
meeting of this district.	0
mooning of white and wood	
סערעס אס	F THE GOVERNING BOARD OF THE

 School District of Tulare County

 Dated______, 20___
 By______

 Clerk of said Board

The ORIGINAL of this form is to be filed with the Tulare County Office of Education and is for Tulare County Office of Education use only.

5. ADMINISTRATIVE: Action items:

5.5 Confidential Administrative Assistant Job Description

TIPTON ELEMENTARY SCHOOL DISTRICT

 TITLE:
 Administrative Assistant (Confidential)

CLASSIFICATION:	Classified	REPORTS TO: Administration
WORK YEAR:	10 Months	Full Time
BOARD APPROVAI	_:	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 Superintendent and Associate Superintendent 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 controls on 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 Superintend and/or Associate Superintendent 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.
- Acts as the office resource in technology-related matters. May provide work direction to a clerical unit.
- 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 Superintend and/or Associate Superintendent in placement of new employee in the payroll system.
- Work with Superintendent and/or Associate Superintendent 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

KNOWLEDGE OF:

- 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 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.
- Provide work direction to others engaged in clerical work
- 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.

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

5. ADMINISTRATIVE: Action items:

5.6 Approval of employment of Co-Superintendent/Principal

TIPTON ELEMENTARY SCHOOL DISTRICT CO-SUPERINTENDENT/PRINCIPALEMPLOYMENT AGREEMENT

RECITALS

It is the intent of the Board to create a three co-superintendent organizational structure to perform the duties of the District superintendent together.

AGREEMENT

This Co-Superintendent/Principal Employment Agreement ("Agreement") is made this first day of July, 2017 by and between the Governing Board of the Tipton Elementary School District ("District" or "Board") and Stacey Bettencourt ("Co-Superintendent") (collectively referred herein as "Parties") with respect to the following recitals:

1. Term. The Board employs Co-Superintendent for the term commencing on July 1, 2017 and terminating on June 30, 2018.

2. Salary.

a. Base Salary. For the 2017 - 18 school year, Co-Superintendent's annual base salary shall be One Hundred and Seventeen Thousand, Five Hundred dollars (\$117,500). For purposes of proration, District holidays for certificated employees shall not be counted as paid days.

b. Payment Schedule. Co-Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable taxes and deductions or withholdings authorized by law or in writing by the Co-Superintendent.

c. Effective Date. Salary increases, if any, shall be effective on any date ordered by the Board in accordance with Education Code section 35032. Superintendent's salary is understood by the Parties to be "indefinite or uncertain." Therefore, the Board reserves the right to grant Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

d. Salary Increases by Mutual Consent. In addition to any other increases, Superintendent's salary may be increased each year by mutual agreement of the Parties. An increase in salary shall not extend the term of this Agreement.

e. Advanced Degree Pay. If the Co-Superintendent possesses a Master's Degree, the District shall pay the Co-Superintendent an annual amount of One Thousand Dollars

(\$1,000.00) to be paid in twelve month installments. If the Co-Superintendent possesses a Doctoral Degree, the District shall pay the Co-Superintendent an annual amount of One Thousand Five Hundred Dollars (\$1,500.00) to be paid in twelve month installments.

3. Fringe Benefits. Co-Superintendent shall be afforded the following benefits of employment as afforded to other District certificated personnel:

a. Sick Leave. Co-Superintendent shall be allocated twelve (12) days of sick leave annually, earned at the rate of one day per month. Earned, unused sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate Co-Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by the State Teachers Retirement System ("STRS") and applicable law. The Co-Superintendent shall follow District procedures and use District forms or the electronic absence system for reporting sick leave use.

b. Health and Welfare Benefits. Co-Superintendent shall be entitled to receive all health and welfare benefits, including sick leave benefits, enjoyed by regular certificated employees in the District. All statutes and Board policies applicable to sick leave and disability leave for certificated employees shall apply.

c. Tax Deferred Plans. The District agrees to provide Co-Superintendent with the ability to use tax deferral plans (for example, a 403b or IRS Section 125 Cafeteria Plan) on the same terms and conditions as those plans are made available to other certificated employees of the District. All contributions to such plans will be paid by Co-Superintendent and shall conform to all requirements of the law.

d. Reimbursement for Expenses. The District shall reimburse Co-Superintendent for actual and necessary expenses Co-Superintendent incurs within the course and scope of employment only as follows:

- i. In-state and out-of-state conference fees;
- ii. Mileage reimbursement for all personal automobile travel at the current IRS rate per mile, as well as bridge tolls and parking fees;
- iii. Air travel;
- iv. Auto rentals, cab or shuttle fares for out-of-county travel; and

v. Per diem/meal expenses at the same rate provided to other employees of the District.

For expense reimbursement not authorized by this Agreement, the Co-Superintendent may seek approval from the Board. For all reimbursements, the Co-Superintendent shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, hotel folios, maps reflecting mileage).

e. Professional Memberships. The District agrees to pay Co-Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA") or any single professional group which the Co-Superintendent chooses in order to maintain and improve her professional skills. Co-Superintendent agrees to attend and actively participate in these organizations as one means of ensuring Co-Superintendent's ongoing professional development.

f. Professional Development. Co-Superintendent shall endeavor to maintain and improve her professional competence as the Co-Superintendent deems appropriate, including joining and participating in local, state and national professional education associations and their activities, as well as workshops, visitations and meetings, and to periodically report to the Board her appraisal of such meetings. Co-Superintendent shall obtain the prior approval of the Board for attendance at functions outside of Tulare County requiring an overnight stay.

4. Work Year.

a. Work Days. Co-Superintendent shall be required to render two hundred and five (205) workdays of full and regular service to the District during each annual period from July 1 through June 30 covered by this Agreement, exclusive of Saturdays, Sundays and holidays as defined in Education Code sections 37220 and 37221. The Parties recognize that the demands of the position will require Co-Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week some weeks. The Parties agree that Co-Superintendent shall not be entitled to overtime compensation or compensatory time off for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Days worked in excess of 205 are considered non-work days. Co-Superintendent is not entitled to vacation pay for non-work days. In the event that Co-Superintendent performs services on more than two hundred and five (205) days in a year, the Parties expressly agree that such services are voluntary and Superintendent shall not be compensated for them.

b. Additional Work Days. The Board may request the Co-Superintendent work up to ten (10) additional days in a calendar year. These additional work days must be approved by a majority of the Board. This additional time will be compensated to the Co-

Superintendent at her daily rate of pay. To determine the Co-Superintendent's daily rate of pay, the Parties agree that the Co-Superintendent's annual base salary shall be divided by two hundred and five (205). The Parties understand the additional compensation earned by the Co-Superintendent for work in excess of the two hundred and five (205) work days per year may not be considered creditable compensation for purposes of calculating the Co-Superintendent's retirement allowance under CalSTRS. The credibility of such compensation is determined by CalSTRS, not the District. Days worked in excess of two hundred and five (205), not at the request of the Board, are considered non-work days. The Co-Superintendent is not entitled to pay for non-work days.

c. Work Year Calendar. Co-Superintendent, together with the other cosuperintendents, will create a work year calendar wherein at least one of the District's cosuperintendents will be available each Monday through Friday of the fiscal year, excluding District holidays or as agreed by the Board.

5. Co-Superintendent's Duties.

a. General Rules. The Co-Superintendent is hereby employed as District Co-Superintendent and shall perform the duties of District superintendent together with the District's other co-superintendents, as prescribed by the laws of the State of California, District policies, and the job description for "Co-Superintendent/Principal", as set forth by the District. The Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions job descriptions, shall have primary responsibility for execution of Board Policy and responsibility for the duties prescribed by Education Code section 35035. The Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions, shall be the Board's chief administrative officer.

b. Personnel Matters. Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions' job description, shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees and shall serve as the District's labor representative with respect to all collective bargaining matters.

c. Administrative Functions. The Co-Superintendent, together with the District's other employed co-superintendents and as further provided in the positions' job description, as chief administrative officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be

evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular and special meetings of the Board; (10) serve as secretary to the Board; and (11) perform such other duties as may be assigned by the Board

6. Credentials. Co-Superintendent hereby certifies that: (1) she holds legal and valid administrative and teacher's credentials; (2) she will maintain those credentials in effect throughout the life of this Agreement; (3) she will keep copies of those credentials on file in the Tulare County Office of Education; and (4) she meets the qualifications of Education Code section 35028.

7. Board/Superintendent Responsibilities. Although Co-Superintendent, jointly with the other co-superintendents of the District, shall have primary responsibility for execution of Board policies and the day-to-day operations of the District, the Board shall retain primary responsibility for formulating and adopting Board policies. In addition, while Co-Superintendent, together with the other co-superintendents, shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The Parties agree not to interfere with or usurp the primary responsibilities of the other party and agree that the Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the co-superintendents, for an appropriate response.

8. Outside Professional Activities. By prior approval of the Board, Co-Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking and writing. Co-Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of Co-Superintendent's duties under this Agreement. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

9. Evaluation.

a. Goals and Objectives. It shall be the mutual responsibilities for the Board and Co-Superintendent to meet annually to establish written Goals and Objectives to be accomplished by the Co-Superintendent for the District for the ensuing school year. The first meeting shall be held within two (2) months of the commencement of this Agreement. Each subsequent meeting shall be held on a mutually agreed upon date, in order to establish Goals and Objectives for the ensuing school year.

b. Yearly Evaluation. The Board shall evaluate Co-Superintendent's performance and the working relationship between Co-Superintendent and the Board at least once annually. Co-Superintendent shall work with the Board to develop a timeline for each year's formal evaluation process. Co-Superintendent commits to providing the Board a mid-year progress report in January of each year, which will signal the need for the evaluation process to begin between January and April. At least once a year, a portion of a Board meeting shall be devoted to: (1) establishing formal criteria to be used to evaluate Co-Superintendent; and (2) an oral and written evaluation of Co-Superintendent's performance. The Board's written evaluation will be shared with Co-Superintendent and placed in her personnel file by July 1. Nothing in this Agreement shall preclude the Board from evaluating Co-Superintendent more than one time per year. The Board shall discuss, on an as-needed basis, its working relationship with Co-Superintendent and her job performance.

Board Review. The Board shall conduct its evaluation of Coc. Superintendent in closed session meetings of the Board and endeavor to complete the evaluation by June 30 each year. The Board shall meet with and provide a copy of the evaluation report to Co-Superintendent. Based upon findings specified in the evaluation report, Co-Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, that will address areas identified as needing clarification, emphasis or improvement. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. Co-Superintendent and the Board President shall sign the evaluation report and action plan. However, failure of the Co-Superintendent to sign the evaluation or action plan shall have no legal effect upon the Co-Superintendent's duty to implement the evaluation and action plan. Co-Superintendent shall have ten (10) calendar days from receipt of any evaluation to respond in Evaluations and action plans relating to the Co-Superintendent and any written writing. comments in response shall be placed in the Co-Superintendent's personnel file.

d. Outside Facilitator. Whenever it is deemed desirable by the Board, an outside facilitator may be mutually selected by the Board and Co-Superintendent to facilitate discussion of Co-Superintendent's performance, the Board-Co-Superintendent relations, and/or completion of Co-Superintendent's evaluation.

e. Failure to Evaluate Non-Limiting. The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which Co-Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, handbooks, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release Co-Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

10. Fitness-for-Duty Examination. Co-Superintendent agrees to have a fitness-forduty examination, by a District-appointed physician when requested by the Board. Following the examination, Co-Superintendent shall submit to the Board President a report from the examining physician certifying Co-Superintendent's fitness to perform the essential functions of her position. Any expense beyond that paid by insurance will be borne by the District. The purpose of the examination is to determine Co-Superintendent's fitness-for-service. The physician's report shall be treated as confidential information. Co-Superintendent agrees to execute any necessary medical releases or other documents to facilitate a comprehensive fitnessfor-duty examination by the District-appointed physician.

11. Termination of Agreement.

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and Co-Superintendent.

b. Resignation. Co-Superintendent may resign and terminate this Agreement provided that she has given the Board written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed by the Board.

c. Non-Renewal of Agreement by District. The Parties agree that the Agreement is governed by Education Code section 35031. The Board may elect not to renew this Agreement upon its expiration by providing written notice to Co-Superintendent in accordance with Education Code section 35031 (currently forty-five (45) days prior notice), or other applicable provisions of law. If the Board fails to give such notice, this Agreement shall be

extended only for a period of one (1) year on the same terms and conditions set forth herein. Co-Superintendent shall inform each member of the Board of this notice requirement in writing no less than ninety (90) days in advance of the expiration of the Agreement.

d. Disability of the Co-Superintendent. If, based on medical evidence submitted by the Co-Superintendent's physicians or obtained through a District-required medical examination, the District determines that the Co-Superintendent is disabled and, following an interactive dialogue with the Co-Superintendent, that the Co-Superintendent is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Co-Superintendent in the manner required by law.

e. Death. Death of the Co-Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to Co-Superintendent up to the time of death, if any, shall be paid to Co-Superintendent's estate unless otherwise declared in writing by Co-Superintendent or directed by the executor of her estate.

f. **Termination for Cause**. The Board may terminate Co-Superintendent for any of the following: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or Board directives; (3) breach of this Agreement; (4) unsatisfactory performance; (5) misconduct or dishonest behavior; or (6) conviction of, or the entry of a plea of "nolo contendere" to, any crime involving dishonesty, fraud, theft, physical violence, or the entry of a civil judgment against the Co-Superintendent for fraud, breach of trust, or physical or emotional harm to any person; or (7) any act causing the suspension or revocation of any credential held by the Co-Superintendent. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If such cause exists, the Board shall meet with Co-Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If Co-Superintendent disputes the charges, Co-Superintendent shall then be entitled to a conference before the Board in a closed session meeting. Co-Superintendent and the Board shall each have the right to be represented by counsel at their own expense. Co-Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this

Agreement, it shall provide Co-Superintendent with a written decision. The decision of the Board shall be final and shall be effective on the date determined by the Board. Co-Superintendent's conference before the Board shall be deemed to satisfy Co-Superintendent's entitlement to due process of law and shall be Co-Superintendent's exclusive right to any conference or hearing otherwise required by law. Co-Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Co-Superintendent's administrative remedies and then authorizes Co-Superintendent to contest the Board's determination in a court of competent jurisdiction.

g. Termination Without Cause. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon five (5) calendar day's prior written notice to the Co-Superintendent. In consideration for the exercise of this right, the District shall continue to pay the Co-Superintendent her regular salary as Co-Superintendent until the expiration of this Agreement. If the Board exercises its right to terminate this Agreement without cause, the Co-Superintendent shall return to her prior position as a Principal for the remainder of the Agreement. However, this Agreement shall not confer on Co-Superintendent any right to her prior position as a Principal than otherwise required by law.

Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes.

The Parties agree that any damages to Co-Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination-without-cause provision constitute reasonable liquidated damages for Co-Superintendent, fully compensate the Co-Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes Co-Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq*.

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Co-Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate Co-Superintendent and Co-Superintendent shall not be entitled to the cash, salary

payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

h. Appointment of State Administrator or Trustee. In the event that the District requires an emergency apportionment from the state resulting in the appointment of a state administrator or trustee under Education Code section 41326, this Agreement shall terminate upon the appointment of the administrator or trustee and his or her assumption of the duties of the position of the superintendent or co-superintendent.

i. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Co-Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Co-Superintendent solely upon written notice to the Co-Superintendent and the Co-Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

12. Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Co-Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Co-Superintendent if Co-Superintendent is convicted of a crime involving an abuse of her office or position. In addition, if the District funds the criminal defense of the Co-Superintendent against charges involving abuse of office or position and the Co-Superintendent is then convicted of such charges, the Co-Superintendent shall fully reimburse the District all funds expended for the Co-Superintendent's criminal defense.

13. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable to Co-Superintendent, any designated beneficiary, heirs, administrators, executors, successors, or assigns of the Co-Superintendent for any retirement or state/federal tax consequences. Co-Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any

payments made to Co-Superintendent as a result of the termination-without-cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance.

14. Notification of Absence. If Co-Superintendent plans on being absent from the District more than seven (7) continuous days, Co-Superintendent shall notify the Board President in advance.

15. Annual Reporting Requirements. Co-Superintendent shall report to the Board in writing on an annual basis the Co-Superintendent's use of sick leave and other leave benefits.

16. Warranties. Co-Superintendent also warrants that she has not solicited or entered into any other employment agreement with the governing board of another school district or any other employer that would conflict with the terms of this Agreement.

17. Notification Upon Becoming A Finalist. The Co-Superintendent shall notify the Board in writing if the Co-Superintendent becomes a finalist for employment outside the District.

18. Mediation. Co-Superintendent and the Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, either the Co-Superintendent or Board may request, in writing to the other party, to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. If Parties cannot agree on a mediator, the mediator will be appointed by the State Conciliation and Mediation Services unless the Parties agree otherwise. The mediator's fee shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq. and shall sign an agreement to that effect.

19. Waiver. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

20. Complete Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning Co-Superintendent's employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

21. Governing Law. This Agreement has been executed and delivered within the State of California, and rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California and the lawful rules and regulations of the California State Board of Education.

22. Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

23. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

24. No Assignment. This is an Agreement for personal services. Co-Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

25. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

26. Exclusivity. To the extent permitted by law, the employment relationship between the District and Co-Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, management handbooks, or similar documents.

27. Independent Representation. Co-Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys or other representatives, that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

28. Savings Clause. If any provision of this Agreement or its application is held to be invalid, the invalidity shall not affect the other provisions or applications of the Agreement

which can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

29. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.

30. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

31. Execution of Other Documents. The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

Public Record. The Parties recognize that, once final, this Agreement is a public 32. record and must be made available to the public upon request.

The Parties, having read and considered the terms and provisions above, indicate their agreement by their signatures below.

Date:

Tipton Elementary School District

By: ______ Tony Macedo, Board President

Date: _____

By: _

Stacey Bettencourt, Co-Superintendent

5. ADMINISTRATIVE: Action items:

5.7 Approval of employment of Co-Superintendent of Business Service/Operations

TIPTON ELEMENTARY SCHOOL DISTRICT CO-SUPERINTENDENT OF BUSINESS SERVICES EMPLOYMENT AGREEMENT <u>RECITALS</u>

It is the intent of the Board to create a three co-superintendent organizational structure to perform the duties of the District superintendent together.

AGREEMENT

This Co-Superintendent of Business Services Employment Agreement ("Agreement") is made this first day of July, 2017 by and between the Governing Board of the Tipton Elementary School District ("District" or "Board") and Anthony Hernandez ("Co-Superintendent") (collectively referred herein as "Parties") with respect to the following recitals:

1. Term. The Board employs Co-Superintendent for the term commencing on July 1, 2017 and terminating on June 30, 2018.

2. Salary.

a. Base Salary. For the 2017 - 2018 school year, Co-Superintendent's annual base salary shall be One Hundred Thousand dollars (\$100,000). For purposes of proration, District holidays for classified employees shall not be counted as paid days.

b. Payment Schedule. Co-Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable taxes and deductions or withholdings authorized by law or in writing by the Co-Superintendent.

c. Effective Date. Salary increases, if any, shall be effective on any date ordered by the Board in accordance with Education Code section 35032. Superintendent's salary is understood by the Parties to be "indefinite or uncertain." Therefore, the Board reserves the right to grant Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

d. Salary Increases by Mutual Consent. In addition to any other increases, Superintendent's salary may be increased each year by mutual agreement of the Parties. An increase in salary shall not extend the term of this Agreement.

e. Advanced Degree Pay. If the Co-Superintendent possesses a Master's Degree, the District shall pay the Co-Superintendent an annual amount of One Thousand Dollars (\$1,000.00) to be paid in twelve month installments. If the Co-Superintendent possesses a

Doctoral Degree, the District shall pay the Co-Superintendent an annual amount of One Thousand Five Hundred Dollars (\$1,500.00) to be paid in twelve month installments.

3. Fringe Benefits. Co-Superintendent shall be afforded the following benefits of employment as afforded to other District classified personnel:

a. Sick Leave. Co-Superintendent shall be allocated twelve (12) days of sick leave annually, earned at the rate of one day per month. Earned, unused sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate Co-Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by the Public Employee's Retirement System ("PERS") and applicable law. The Co-Superintendent shall follow District procedures and use District forms or the electronic absence system for reporting sick leave use.

b. Health and Welfare Benefits. Co-Superintendent shall be entitled to receive all health and welfare benefits, including sick leave benefits, enjoyed by regular classified employees in the District. All statutes and Board policies applicable to sick leave and disability leave for classified employees shall apply.

c. Tax Deferred Plans. The District agrees to provide Co-Superintendent with the ability to use tax deferral plans (for example, a 403b or IRS Section 125 Cafeteria Plan) on the same terms and conditions as those plans are made available to other classified employees of the District. All contributions to such plans will be paid by Co-Superintendent and shall conform to all requirements of the law.

d. Reimbursement for Expenses. The District shall reimburse Co-Superintendent for actual and necessary expenses Co-Superintendent incurs within the course and scope of employment only as follows:

- i. In-state and out-of-state conference fees;
- ii. Mileage reimbursement for all personal automobile travel at the

current IRS rate per mile, as well as bridge tolls and parking fees;

- iii. Air travel;
- iv. Auto rentals, cab or shuttle fares for out-of-county travel; and
- v. Per diem/meal expenses at the same rate provided to other

employees of the District.

For expense reimbursement not authorized by this Agreement, the Co-Superintendent may seek approval from the Board. For all reimbursements, the Co-Superintendent shall submit

expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, hotel folios, maps reflecting mileage).

g. Professional Memberships. The District agrees to pay Co-Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA')or any single professional group which the Co-Superintendent chooses in order to maintain and improve his professional skills. Co-Superintendent agrees to attend and actively participate in these organizations as one means of ensuring Co-Superintendent's ongoing professional development.

h. Professional Development. Co-Superintendent shall endeavor to maintain and improve his professional competence as the Co-Superintendent deems appropriate, including joining and participating in local, state and national professional education associations and their activities, as well as workshops, visitations and meetings, and to periodically report to the Board his appraisal of such meetings. Co-Superintendent shall obtain the prior approval of the Board for attendance at functions outside of Tulare County requiring an overnight stay.

4. Work Year.

a. Work Days. Co-Superintendent shall be required to render two hundred and fourteen (214) workdays of full and regular service to the District during each annual period from July 1 through June 30 covered by this Agreement, exclusive of Saturdays, Sundays and holidays as defined in Education Code sections 37220 and 37221. The Parties recognize that the demands of the position will require Co-Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week some weeks. The Parties agree that Co-Superintendent shall not be entitled to overtime compensation or compensatory time off for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Days worked in excess of 214 are considered non-work days. Co-Superintendent is not entitled to vacation pay for non-work days. In the event that Co-Superintendent performs services on more than two hundred and fourteen (214) days in a year, the Parties expressly agree that such services are voluntary and Superintendent shall not be compensated for them.

b. Additional Work Days. The Board may request the Co-Superintendent work up to ten (10) additional days in a calendar year. These additional work days must be approved by a majority of the Board. This additional time will be compensated to the Co-Superintendent at his daily rate of pay. To determine the Co-Superintendent's daily rate of pay, the Parties agree that the Co-Superintendent's annual base salary shall be divided by two hundred

and fourteen (214). The Parties understand the additional compensation earned by the Co-Superintendent for work in excess of the two hundred and fourteen (214) work days per year may not be considered pensionable compensation and/or compensation earnable for purposes of calculating the Co-Superintendent's retirement allowance under CalPERS. The determination of such compensation is made by CalPERS, not the District. Days worked in excess of two hundred and fourteen (214), not at the request of the Board, are considered non-work days. The Co-Superintendent is not entitled to pay for non-work days.

c. Work Year Calendar. Co-Superintendent, together with the other cosuperintendents, will create a work year calendar wherein at least one of the District's cosuperintendents will be available each Monday through Friday of the fiscal year, excluding District holidays, or as agreed by the Board.

5. Co-Superintendent's Duties.

a. General Rules. The Co-Superintendent is hereby employed as District Co-Superintendent and shall perform the duties of District superintendent together with the District's other co-superintendents, as prescribed by the laws of the State of California, District policies, and the job description for "Co-Superintendent of Business Services", as set forth by the District. The Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions' job descriptions, shall have primary responsibility for execution of Board Policy and responsibility for the duties prescribed by Education Code section 35035. The Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions' job description, shall be the Board's chief administrative officer.

b. Personnel Matters. Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions' job description, shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees and shall serve as the District's labor representative with respect to all collective bargaining matters.

c. Administrative Functions. The Co-Superintendent, together with the District's other employed co-superintendents and as further provided in the positions' job description, as chief administrative officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available

to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular and special meetings of the Board; (10) serve as secretary to the Board; and (11) perform such other duties as may be assigned by the Board.

6. Credentials. The Parties recognize that Education Code section 35028 requires a District superintendent to hold a valid school administrative and teaching credential. The Parties also recognize that Education Code section 35029 allows the governing board to waive the credential requirement. The Board accepting this Agreement hereby waives the requirement that the Co-Superintendent hold a valid school administrative credential and a valid teaching credential.

7. Board/Superintendent Responsibilities. Although Co-Superintendent, jointly with the other co-superintendents of the District, shall have primary responsibility for execution of Board policies and the day-to-day operations of the District, the Board shall retain primary responsibility for formulating and adopting Board policies. In addition, while Co-Superintendent, together with the other co-superintendents, shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The Parties agree not to interfere with or usurp the primary responsibilities of the other party and agree that the Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the co-superintendents, for an appropriate response.

8. Outside Professional Activities. By prior approval of the Board, Co-Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking and writing. Co-Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of Co-Superintendent's duties under this Agreement. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

9. Evaluation.

a. Goals and Objectives. It shall be the mutual responsibilities for the Board and Co-Superintendent to meet annually to establish written Goals and Objectives to be accomplished by the Co-Superintendent for the District for the ensuing school year. The first meeting shall be held within two (2) months of the commencement of this Agreement. Each subsequent meeting shall be held on a mutually agreed upon date, in order to establish Goals and Objectives for the ensuing school year.

b. Yearly Evaluation. The Board shall evaluate Co-Superintendent's performance and the working relationship between Co-Superintendent and the Board at least once annually. Co-Superintendent shall work with the Board to develop a timeline for each year's formal evaluation process. Co-Superintendent commits to providing the Board a mid-year progress report in January of each year, which will signal the need for the evaluation process to begin between January and April. At least once a year, a portion of a Board meeting shall be devoted to: (1) establishing formal criteria to be used to evaluate Co-Superintendent; and (2) an oral and written evaluation of Co-Superintendent's performance. The Board's written evaluation will be shared with Co-Superintendent and placed in his personnel file by July 1. Nothing in this Agreement shall preclude the Board from evaluating Co-Superintendent more than one time per year. The Board shall discuss, on an as-needed basis, its working relationship with Co-Superintendent and his job performance.

Board Review. The Board shall conduct its evaluation of Coc. Superintendent in closed session meetings of the Board and endeavor to complete the evaluation by June 30 each year. The Board shall meet with and provide a copy of the evaluation report to Co-Superintendent. Based upon findings specified in the evaluation report, Co-Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, that will address areas identified as needing clarification, emphasis or improvement. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. Co-Superintendent and the Board President shall sign the evaluation report and action plan. However, failure of the Co-Superintendent to sign the evaluation or action plan shall have no legal effect upon the Co-Superintendent's duty to implement the evaluation and action plan. Co-Superintendent shall have ten (10) calendar days from receipt of any evaluation to respond in Evaluations and action plans relating to the Co-Superintendent and any written writing. comments in response shall be placed in the Co-Superintendent's personnel file.

d. Outside Facilitator. Whenever it is deemed desirable by the Board, an outside facilitator may be mutually selected by the Board and Co-Superintendent to facilitate discussion of Co-Superintendent's performance, the Board-Co-Superintendent relations, and/or completion of Co-Superintendent's evaluation.

e. Failure to Evaluate Non-Limiting. The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which Co-Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, handbooks, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release Co-Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

10. Fitness-for-Duty Examination. Co-Superintendent agrees to have a fitness-forduty examination, by a District-appointed physician when requested by the Board. Following the examination, Co-Superintendent shall submit to the Board President a report from the examining physician certifying Co-Superintendent's fitness to perform the essential functions of his position. Any expense beyond that paid by insurance will be borne by the District. The purpose of the examination is to determine Co-Superintendent's fitness-for-service. The physician's report shall be treated as confidential information. Co-Superintendent agrees to execute any necessary medical releases or other documents to facilitate a comprehensive fitnessfor-duty examination by the District-appointed physician.

11. Termination of Agreement.

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and Co-Superintendent.

b. Resignation. Co-Superintendent may resign and terminate this Agreement provided that he has given the Board written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed by the Board.

c. Non-Renewal of Agreement by District. The Parties agree that the Agreement is governed by Education Code section 35031. The Board may elect not to renew this Agreement upon its expiration by providing written notice to Co-Superintendent in accordance with Education Code section 35031 (currently forty-five (45) days prior notice), or other applicable provisions of law. If the Board fails to give such notice, this Agreement shall be

extended only for a period of one (1) year on the same terms and conditions set forth herein. Co-Superintendent shall inform each member of the Board of this notice requirement in writing no less than ninety (90) days in advance of the expiration of the Agreement.

d. Disability of the Co-Superintendent. If, based on medical evidence submitted by the Co-Superintendent's physicians or obtained through a District-required medical examination, the District determines that the Co-Superintendent is disabled and, following an interactive dialogue with the Co-Superintendent, that the Co-Superintendent is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Co-Superintendent in the manner required by law.

e. Death. Death of the Co-Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to Co-Superintendent up to the time of death, if any, shall be paid to Co-Superintendent's estate unless otherwise declared in writing by Co-Superintendent or directed by the executor of his estate.

f. **Termination for Cause**. The Board may terminate Co-Superintendent for any of the following: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or Board directives; (3) breach of this Agreement; (4) unsatisfactory performance; (5) misconduct or dishonest behavior; or (6) conviction of, or the entry of a plea of "nolo contendre" to, any crime involving dishonesty, fraud, theft, physical violence, or the entry of a civil judgment against the Co-Superintendent for fraud, breach of trust, or physical or emotional harm to any person; or (7) any act causing the suspension or revocation of any credential held by the Co-Superintendent. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If such cause exists, the Board shall meet with Co-Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If Co-Superintendent disputes the charges, Co-Superintendent shall then be entitled to a conference before the Board in a closed session meeting. Co-Superintendent and the Board shall each have the right to be represented by counsel at their own expense. Co-Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this

Agreement, it shall provide Co-Superintendent with a written decision. The decision of the Board shall be final and shall be effective on the date determined by the Board. Co-Superintendent's conference before the Board shall be deemed to satisfy Co-Superintendent's entitlement to due process of law and shall be Co-Superintendent's exclusive right to any conference or hearing otherwise required by law. Co-Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Co-Superintendent's administrative remedies and then authorizes Co-Superintendent to contest the Board's determination in a court of competent jurisdiction.

g. Termination Without Cause. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon five (5) calendar day's prior written notice to the Co-Superintendent. In consideration for the exercise of this right, the District shall continue to pay to the Co-Superintendent his regular salary as Co-Superintendent until the expiration of this Agreement. If the Board exercises its right to terminate this Agreement without cause, the Co-Superintendent shall return to his prior position as a Business Manager for the remainder of the Agreement. However, this Agreement shall not confer on Co-Superintendent any right to his prior position as a Business Manager than otherwise required by law.

Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes.

The Parties agree that any damages to Co-Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination-without-cause provision constitute reasonable liquidated damages for Co-Superintendent, fully compensate the Co-Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes Co-Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq*.

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Co-Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may

terminate Co-Superintendent and Co-Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

h. Appointment of State Administrator or Trustee. In the event that the District requires an emergency apportionment from the state resulting in the appointment of a state administrator or trustee under Education Code section 41326, this Agreement shall terminate upon the appointment of the administrator or trustee and his or her assumption of the duties of the position of the superintendent or co-superintendent.

i. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Co-Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Co-Superintendent solely upon written notice to the Co-Superintendent and the Co-Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

12. Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Co-Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Co-Superintendent if Co-Superintendent is convicted of a crime involving an abuse of his office or position. In addition, if the District funds the criminal defense of the Co-Superintendent against charges involving abuse of office or position and the Co-Superintendent is then convicted of such charges, the Co-Superintendent shall fully reimburse the District all funds expended for the Co-Superintendent's criminal defense.

13. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable to Co-Superintendent, any designated beneficiary, heirs, administrators, executors, successors, or assigns of the Co-Superintendent for any retirement or state/federal tax consequences. Co-Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any

payments made to Co-Superintendent as a result of the termination-without-cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance.

14. Notification of Absence. If Co-Superintendent plans on being absent from the District more than seven (7) continuous days, Co-Superintendent shall notify the Board President in advance.

15. Annual Reporting Requirements. Co-Superintendent shall report to the Board in writing on an annual basis the Co-Superintendent's use of sick leave and other leave benefits.

16. Warranties. Co-Superintendent also warrants that he has not solicited or entered into any other employment agreement with the governing board of another school district or any other employer that would conflict with the terms of this Agreement.

17. Notification Upon Becoming A Finalist. The Co-Superintendent shall notify the Board in writing if the Co-Superintendent becomes a finalist for employment outside the District.

Mediation. Co-Superintendent and the Board agree to make a good faith effort to 18. settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, either the Co-Superintendent or Board may request, in writing to the other party, to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. If Parties cannot agree on a mediator, the mediator will be appointed by the State Conciliation and Mediation Services unless the Parties agree otherwise. The mediator's fee shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq. and shall sign an agreement to that effect.

19. Waiver. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

20. Complete Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning Co-Superintendent's employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

21. Governing Law. This Agreement has been executed and delivered within the State of California, and rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California and the lawful rules and regulations of the California State Board of Education.

22. Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

23. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

24. No Assignment. This is an Agreement for personal services. Co-Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

25. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

26. Exclusivity. To the extent permitted by law, the employment relationship between the District and Co-Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, management handbooks, or similar documents.

27. Independent Representation. Co-Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys or other representatives, that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

28. Savings Clause. If any provision of this Agreement or its application is held to be invalid, the invalidity shall not affect the other provisions or applications of the Agreement

which can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

29. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.

30. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

31. Execution of Other Documents. The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

32. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

The Parties, having read and considered the terms and provisions above, indicate their agreement by their signatures below.

Date:

Tipton Elementary School District

By: ______ Tony Macedo, Board President

Date: _____

By: _____

Anthony Hernandez, Co-Superintendent

5. ADMINISTRATIVE: Action items:

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

TIPTON ELEMENTARY SCHOOL DISTRICT CO-SUPERINTENDENT of CURRICULUM AND INSTRUCTION EMPLOYMENT AGREEMENT

RECITALS

It is the intent of the Board to create a three co-superintendent organizational structure to perform the duties of the District superintendent together.

AGREEMENT

This Co-Superintendent of Curriculum and Instruction Employment Agreement ("Agreement") is made this first day of July, 2017 by and between the Governing Board of the Tipton Elementary School District ("District" or "Board") and Jacob Munoz ("Co-Superintendent") (collectively referred herein as "Parties") with respect to the following recitals:

1. Term. The Board employs Co-Superintendent for the term commencing on July 1, 2017 and terminating on June 30, 2018.

2. Salary.

a. Base Salary. For the 2017 - 2018 school year, Co-Superintendent's annual base salary shall be One Hundred Thousand dollars (\$100,000). For purposes of proration, District holidays for certificated employees shall not be counted as paid days.

b. Payment Schedule. Co-Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable taxes and deductions or withholdings authorized by law or in writing by the Co-Superintendent.

c. Effective Date. Salary increases, if any, shall be effective on any date ordered by the Board in accordance with Education Code section 35032. Superintendent's salary is understood by the Parties to be "indefinite or uncertain." Therefore, the Board reserves the right to grant Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

d. Salary Increases by Mutual Consent. In addition to any other increases, Superintendent's salary may be increased each year by mutual agreement of the Parties. An increase in salary shall not extend the term of this Agreement.

e. Advanced Degree Pay. If the Co-Superintendent possesses a Master's Degree, the District shall pay the Co-Superintendent an annual amount of One Thousand Dollars

(\$1,000.00) to be paid in twelve month installments. If the Co-Superintendent possesses a Doctoral Degree, the District shall pay the Co-Superintendent an annual amount of One Thousand Five Hundred Dollars (\$1,500.00) to be paid in twelve month installments.

3. Fringe Benefits. Co-Superintendent shall be afforded the following benefits of employment as afforded to other District certificated personnel:

a. Sick Leave. Co-Superintendent shall be allocated twelve (12) days of sick leave annually, earned at the rate of one day per month. Earned, unused sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate Co-Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by the State Teachers Retirement System ("STRS") and applicable law. The Co-Superintendent shall follow District procedures and use District forms or the electronic absence system for reporting sick leave use.

b. Health and Welfare Benefits. Co-Superintendent shall be entitled to receive all health and welfare benefits, including sick leave benefits, enjoyed by regular certificated employees in the District. All statutes and Board policies applicable to sick leave and disability leave for certificated employees shall apply.

c. Tax Deferred Plans. The District agrees to provide Co-Superintendent with the ability to use tax deferral plans (for example, a 403b or IRS Section 125 Cafeteria Plan) on the same terms and conditions as those plans are made available to other certificated employees of the District. All contributions to such plans will be paid by Co-Superintendent and shall conform to all requirements of the law.

d. Reimbursement for Expenses. The District shall reimburse Co-Superintendent for actual and necessary expenses Co-Superintendent incurs within the course and scope of employment only as follows:

- i. In-state and out-of-state conference fees;
- ii. Mileage reimbursement for all personal automobile travel at the current IRS rate per mile, as well as bridge tolls and parking fees;
- iii. Air travel;
- iv. Auto rentals, cab or shuttle fares for out-of-county travel; and
- v. Per diem/meal expenses at the same rate provided to other employees of the District.

For expense reimbursement not authorized by this Agreement, the Co-Superintendent may seek approval from the Board. For all reimbursements, the Co-Superintendent shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, hotel folios, maps reflecting mileage).

e. Professional Memberships. The District agrees to pay Co-Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA") or any single professional group which the Co-Superintendent chooses in order to maintain and improve his professional skills. Co-Superintendent agrees to attend and actively participate in these organizations as one means of ensuring Co-Superintendent's ongoing professional development.

f. Professional Development. Co-Superintendent shall endeavor to maintain and improve his professional competence as the Co-Superintendent deems appropriate, including joining and participating in local, state and national professional education associations and their activities, as well as workshops, visitations and meetings, and to periodically report to the Board his appraisal of such meetings. Co-Superintendent shall obtain the prior approval of the Board for attendance at functions outside of Tulare County requiring an overnight stay.

4. Work Year.

a. Work Days. Co-Superintendent shall be required to render two hundred and three (203) workdays of full and regular service to the District during each annual period from July 1 through June 30 covered by this Agreement, exclusive of Saturdays, Sundays and holidays as defined in Education Code sections 37220 and 37221. The Parties recognize that the demands of the position will require Co-Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week some weeks. The Parties agree that Co-Superintendent shall not be entitled to overtime compensation or compensatory time off for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Days worked in excess of 203 are considered non-work days. Co-Superintendent is not entitled to vacation pay for non-work days. In the event that Co-Superintendent performs services on more than two hundred and three (203) days in a year, the Parties expressly agree that such services are voluntary and Superintendent shall not be compensated for them.

b. Additional Work Days. The Board may request the Co-Superintendent work up to ten (10) additional days in a calendar year. These additional work days must be approved by a majority of the Board. This additional time will be compensated to the Co-

Superintendent at his daily rate of pay. To determine the Co-Superintendent's daily rate of pay, the Parties agree that the Co-Superintendent's annual base salary shall be divided by two hundred and three (203). The Parties understand the additional compensation earned by the Co-Superintendent for work in excess of the two hundred and three (203) work days per year may not be considered creditable compensation for purposes of calculating the Co-Superintendent's retirement allowance under CalSTRS. The credibility of such compensation is determined by CalSTRS, not the District. Days worked in excess of two hundred and three (203), not at the request of the Board, are considered non-work days. The Co-Superintendent is not entitled to pay for non-work days.

c. Work Year Calendar. Co-Superintendent, together with the other cosuperintendents, will create a work year calendar wherein at least one of the District's cosuperintendents will be available each Monday through Friday of the fiscal year, excluding District holidays or as agreed by the Board.

5. Co-Superintendent's Duties.

a. General Rules. The Co-Superintendent is hereby employed as District Co-Superintendent and shall perform the duties of District superintendent together with the District's other co-superintendents, as prescribed by the laws of the State of California, District policies, and the job description for "Co-Superintendent of Curriculum and Instruction," as set forth by the District. The Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions job descriptions, shall have primary responsibility for execution of Board Policy and responsibility for the duties prescribed by Education Code section 35035. The Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions' job description, shall be the Board's chief administrative officer.

b. Personnel Matters. Co-Superintendent, together with the District's other co-superintendents and as further provided in the positions' job description, shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees and shall serve as the District's labor representative with respect to all collective bargaining matters.

c. Administrative Functions. The Co-Superintendent, together with the District's other employed co-superintendents and as further provided in the positions' job description, as chief administrative officer, shall: (1) review all policies adopted by the Board

and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular and special meetings of the Board; (10) serve as secretary to the Board; and (11) perform such other duties as may be assigned by the Board.

6. Credentials. Co-Superintendent hereby certifies that: (1) he holds legal and valid administrative and teacher's credentials; (2) he will maintain those credentials in effect throughout the life of this Agreement; (3) he will keep copies of those credentials on file in the Tulare County Office of Education; and (4) he meets the qualifications of Education Code section 35028.

7. Board/Superintendent Responsibilities. Although Co-Superintendent, jointly with the other co-superintendents of the District, shall have primary responsibility for execution of Board policies and the day-to-day operations of the District, the Board shall retain primary responsibility for formulating and adopting Board policies. In addition, while Co-Superintendent, together with the other co-superintendents, shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The Parties agree not to interfere with or usurp the primary responsibilities of the other party and agree that the Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the co-superintendents, for an appropriate response.

8. Outside Professional Activities. By prior approval of the Board, Co-Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking and writing. Co-Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of Co-Superintendent's duties under this Agreement. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

9. Evaluation.

a. Goals and Objectives. It shall be the mutual responsibilities for the Board and Co-Superintendent to meet annually to establish written Goals and Objectives to be accomplished by the Co-Superintendent for the District for the ensuing school year. The first meeting shall be held within two (2) months of the commencement of this Agreement. Each subsequent meeting shall be held on a mutually agreed upon date, in order to establish Goals and Objectives for the ensuing school year.

b. Yearly Evaluation. The Board shall evaluate Co-Superintendent's performance and the working relationship between Co-Superintendent and the Board at least once annually. Co-Superintendent shall work with the Board to develop a timeline for each year's formal evaluation process. Co-Superintendent commits to providing the Board a mid-year progress report in January of each year, which will signal the need for the evaluation process to begin between January and April. At least once a year, a portion of a Board meeting shall be devoted to: (1) establishing formal criteria to be used to evaluate Co-Superintendent; and (2) an oral and written evaluation of Co-Superintendent's performance. The Board's written evaluation will be shared with Co-Superintendent and placed in his personnel file by July 1. Nothing in this Agreement shall preclude the Board from evaluating Co-Superintendent more than one time per year. The Board shall discuss, on an as-needed basis, it's working relationship with Co-Superintendent and his job performance.

c. Board Review. The Board shall conduct its evaluation of Co-Superintendent in closed session meetings of the Board and endeavor to complete the evaluation by June 30 each year. The Board shall meet with and provide a copy of the evaluation report to Co-Superintendent. Based upon findings specified in the evaluation report, Co-Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, that will address areas identified as needing clarification, emphasis or improvement. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. Co-Superintendent and the Board President shall sign the evaluation report and action plan. However, failure of the Co-Superintendent to sign the evaluation or action plan shall have no legal effect upon the Co-Superintendent's duty to implement the evaluation and action plan. Co-Superintendent shall have ten (10) calendar days from receipt of any evaluation to respond in Evaluations and action plans relating to the Co-Superintendent and any written writing. comments in response shall be placed in the Co-Superintendent's personnel file.

d. Outside Facilitator. Whenever it is deemed desirable by the Board, an outside facilitator may be mutually selected by the Board and Co-Superintendent to facilitate discussion of Co-Superintendent's performance, the Board-Co-Superintendent relations, and/or completion of Co-Superintendent's evaluation.

e. Failure to Evaluate Non-Limiting. The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which Co-Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, handbooks, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release Co-Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

10. Fitness-for-Duty Examination. Co-Superintendent agrees to have a fitness-forduty examination, by a District-appointed physician when requested by the Board. Following the examination, Co-Superintendent shall submit to the Board President a report from the examining physician certifying Co-Superintendent's fitness to perform the essential functions of his position. Any expense beyond that paid by insurance will be borne by the District. The purpose of the examination is to determine Co-Superintendent's fitness-for-service. The physician's report shall be treated as confidential information. Co-Superintendent agrees to execute any necessary medical releases or other documents to facilitate a comprehensive fitnessfor-duty examination by the District-appointed physician.

11. Termination of Agreement.

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and Co-Superintendent.

b. Resignation. Co-Superintendent may resign and terminate this Agreement provided that he has given the Board written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed by the Board.

c. Non-Renewal of Agreement by District. The Parties agree that the Agreement is governed by Education Code section 35031. The Board may elect not to renew this Agreement upon its expiration by providing written notice to Co-Superintendent in accordance with Education Code section 35031 (currently forty-five (45) days prior notice), or other applicable provisions of law. If the Board fails to give such notice, this Agreement shall be

extended only for a period of one (1) year on the same terms and conditions set forth herein. Co-Superintendent shall inform each member of the Board of this notice requirement in writing no less than ninety (90) days in advance of the expiration of the Agreement.

d. Disability of the Co-Superintendent. If, based on medical evidence submitted by the Co-Superintendent's physicians or obtained through a District-required medical examination, the District determines that the Co-Superintendent is disabled and, following an interactive dialogue with the Co-Superintendent, that the Co-Superintendent is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Co-Superintendent in the manner required by law.

e. Death. Death of the Co-Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to Co-Superintendent up to the time of death, if any, shall be paid to Co-Superintendent's estate unless otherwise declared in writing by Co-Superintendent or directed by the executor of his estate.

f. **Termination for Cause**. The Board may terminate Co-Superintendent for any of the following: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or Board directives; (3) breach of this Agreement; (4) unsatisfactory performance; (5) misconduct or dishonest behavior; or (6) conviction of, or the entry of a plea of "nolo contendere" to, any crime involving dishonesty, fraud, theft, physical violence, or the entry of a civil judgment against the Co-Superintendent for fraud, breach of trust, or physical or emotional harm to any person; or (7) any act causing the suspension or revocation of any credential held by the Co-Superintendent. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If such cause exists, the Board shall meet with Co-Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If Co-Superintendent disputes the charges, Co-Superintendent shall then be entitled to a conference before the Board in a closed session meeting. Co-Superintendent and the Board shall each have the right to be represented by counsel at their own expense. Co-Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this

Agreement, it shall provide Co-Superintendent with a written decision. The decision of the Board shall be final and shall be effective on the date determined by the Board. Co-Superintendent's conference before the Board shall be deemed to satisfy Co-Superintendent's entitlement to due process of law and shall be Co-Superintendent's exclusive right to any conference or hearing otherwise required by law. Co-Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Co-Superintendent's administrative remedies and then authorizes Co-Superintendent to contest the Board's determination in a court of competent jurisdiction.

g. Termination Without Cause. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon five (5) calendar day's prior written notice to the Co-Superintendent. In consideration for the exercise of this right, the District shall continue to pay the Co-Superintendent his regular salary as Co-Superintendent until the expiration of this Agreement. If the Board exercises its right to terminate this Agreement without cause, Co-Superintendent shall return to his prior position as a Vice Principal for the remainder of the Agreement. However, this Agreement shall not confer on Co-Superintendent any right to his prior position as a Vice Principal than otherwise required by law.

Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes.

The Parties agree that any damages to Co-Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination-without-cause provision constitute reasonable liquidated damages for Co-Superintendent, fully compensate the Co-Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes Co-Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq*.

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Co-Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate Co-Superintendent and Co-Superintendent shall not be entitled to the cash, salary

payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

h. Appointment of State Administrator or Trustee. In the event that the District requires an emergency apportionment from the state resulting in the appointment of a state administrator or trustee under Education Code section 41326, this Agreement shall terminate upon the appointment of the administrator or trustee and his or her assumption of the duties of the position of the superintendent or co-superintendent.

i. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Co-Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Co-Superintendent solely upon written notice to the Co-Superintendent and the Co-Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

12. Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Co-Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Co-Superintendent if Co-Superintendent is convicted of a crime involving an abuse of his office or position. In addition, if the District funds the criminal defense of the Co-Superintendent against charges involving abuse of office or position and the Co-Superintendent is then convicted of such charges, the Co-Superintendent shall fully reimburse the District all funds expended for the Co-Superintendent's criminal defense.

13. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District shall not be liable to Co-Superintendent, any designated beneficiary, heirs, administrators, executors, successors, or assigns of the Co-Superintendent for any retirement or state/federal tax consequences. Co-Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any

payments made to Co-Superintendent as a result of the termination-without-cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance.

14. Notification of Absence. If Co-Superintendent plans on being absent from the District more than seven (7) continuous days, Co-Superintendent shall notify the Board President in advance.

15. Annual Reporting Requirements. Co-Superintendent shall report to the Board in writing on an annual basis the Co-Superintendent's use of sick leave and other leave benefits.

16. Warranties. Co-Superintendent also warrants that he has not solicited or entered into any other employment agreement with the governing board of another school district or any other employer that would conflict with the terms of this Agreement.

17. Notification Upon Becoming A Finalist. The Co-Superintendent shall notify the Board in writing if the Co-Superintendent becomes a finalist for employment outside the District.

Mediation. Co-Superintendent and the Board agree to make a good faith effort to 18. settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, either the Co-Superintendent or Board may request, in writing to the other party, to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. If Parties cannot agree on a mediator, the mediator will be appointed by the State Conciliation and Mediation Services unless the Parties agree otherwise. The mediator's fee shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq. and shall sign an agreement to that effect.

19. Waiver. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

20. Complete Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning Co-Superintendent's employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

21. Governing Law. This Agreement has been executed and delivered within the State of California, and rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California and the lawful rules and regulations of the California State Board of Education.

22. Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

23. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

24. No Assignment. This is an Agreement for personal services. Co-Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

25. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

26. Exclusivity. To the extent permitted by law, the employment relationship between the District and Co-Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, management handbooks, or similar documents.

27. Independent Representation. Co-Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys or other representatives, that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

28. Savings Clause. If any provision of this Agreement or its application is held to be invalid, the invalidity shall not affect the other provisions or applications of the Agreement

which can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

29. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.

30. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

31. Execution of Other Documents. The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

32. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

The Parties, having read and considered the terms and provisions above, indicate their agreement by their signatures below.

Date: _____

Tipton Elementary School District

By: ______ Tony Macedo, Board President

Date: _____

By: _____

Jacob Munoz, Co-Superintendent

5. ADMINISTRATIVE: Action items:

5.9 Appoint Stacey Bettencourt Secretary of the Board

6. FINANCE: Action items:

6.1 Vendor Payments

53 Tipton Elementary School District

Tulare County Office of Education

Board Meeting July 11, 2017

** FINAL **

Numhar
noer
PV-171387
PV-171386 5/25/2017
PV-171423 4/20/2017
PV-171424
PV-171425
PV-171467
PV-171384
PV-171385
PV-171388
PV-171427 6/15/2017
PV-171389 5/22/2017
PV-171390 5/5/2017
PV-171391 5/24/2017
PV-171426 5/27/2017
PV-171428 6/5/2017
6/15/2017
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6/15/2017
6/15/2017
PV-171449 6/15/2017
PV-171450 6/15/2017
6/15/2017
PV-171451 6/15/2017
6/15/2017
6/15/2017
6/15/2017
6/15/2017
F & M BANK VISA-PERFECT ATTENDANCE AWARE PV-171452 6/15/2017
6/15/2017
6/15/2017
6/15/2017
6/15/2017

\$2,539.29	9C.010/14	\$2.387.03	\$159.49	\$691.74	\$20.57	\$39.59	\$474.00	\$474.00	\$433.00	\$233.19	\$184.10	\$25.96	\$453.36	\$641.67	\$236.57	\$199.14	\$1,073.21	\$165.00	\$59,764.29	\$4,431.20	\$6,627.40	\$3,388.89	\$150.00	\$114.75	\$119.83	\$61.92	\$276.26	\$11.55	\$12.58	\$394.21	\$594.45	\$114.08	\$80.84	\$196.04	\$472.77	\$2,247.34	\$23.39	\$5.95	\$5.38	\$91.16	\$102.01	\$8.38	
010-60100-0-11100-10000-44000-0	010-20100-0-11100-10000 72000 0	010-99900-0-00000-81000-58000-0	010-0000-0-00000-81000-43000-0	010-81500-0-00000-81000-58000-0	010-81500-0-00000-81000-43000-0	010-56400-0-11100-10000-58000-0	010-00000-0-00000-81000-56000-0	010-00000-0-00000-81000-56000-0	010-00000-0-00000-81000-56000-0	010-00000-0-00000-81000-43000-0	010-07200-0-11100-10000-43000-0	010-07200-0-11100-10000-43000-0	010-30100-0-11100-10000-43000-0	010-60100-0-11100-10000-43000-0	010-60100-0-11100-10000-43000-0	010-30100-0-11100-10000-43000-0	010-60100-0-11100-10000-43000-0	010-00000-0-00000-72000-52000-0	010-00000-0-00000-00000-95024-0	010-00000-0-00000-00000-95028-0	010-00000-0-00000-71000-34020-0	010-99900-0-00000-81000-55000-0	010-81500-0-00000-81000-43000-0	010-00000-0-00000-72000-43000-0	010-00000-0-11100-10000-43000-0	010-00000-0-11100-10000-43000-0	010-00000-0-11100-10000-43000-0	010-00000-0-11100-10000-43000-0	010-00000-0-11100-10000-43000-0	010-81500-0-00000-81000-43000-0	010-81500-0-00000-81000-43000-0	010-00000-0-00000-37000-47000-0	010-60100-0-11100-10000-43000-0	010-07230-0-00000-36000-43000-0	010-07230-0-00000-36000-43000-0	010-07230-0-00000-36000-58000-0	010-07200-0-11100-10000-52000-0	010-07230-0-00000-36000-43000-0	010-07230-0-00000-36000-43000-0	010-07230-0-00000-36000-43000-0	010-07230-0-00000-36000-43000-0	010-07230-0-00000-36000-43000-0	010-07330-0-00000-36000-43000-0
4330811040007885	1200000 6777724	TESD-OM-INV17	990490	5666203	2966	AR-22570	1329555	1329356	1329390	SANITATION SUPPLIES	K-3 PERFECT ATD AWAR	LCAP REIMB.	MULTI-INV	MULTI-INV	MULT-INV	150545	008002020	W095965-IN	JUNE 2017 HW ACTIVE	JUNE 2017 HW RETIRED	JUNE 2017 HW BOARD	ELECTRICTY MAY BILL	8574	INV36074	INV36073	INV36075	INV36076	INV35936	INV35568	402612782	4019876	184186941	184186939	RS050217-5	PT050917-3	RS050117-3	CAASP REIMB.	1801	12096	12247	12280	12297	
6/15/2017 6/5/2017 170260				5/25/2017 170365	5/30/2017 170329	5/29/2017	5/29/2017 170033	5/29/2017 170033	5/29/2017 170033	6/15/2017	6/1/2017	6/15/2017	6/15/2017 170358	6/15/2017	6/15/2017 170117	5/31/2017 170369	5/26/2017 170361	5/31/2017 170275	6/15/2017 170076	6/15/2017 170076	6/15/2017 170076	5/23/2017 170073	5/26/2017 170259	5/26/2017	5/26/2017 170287	5/26/2017 170137		5/24/2017 170137	5/18/2017 170137	6/6/2017	5/30/2017	5/23/2017	5/23/2017 170207	5/2/2017 170293	5/9/2017 170293	5/1/2017	6/1/2017	4/28/2017 170059	5/5/2017 170059	5/9/2017 170059		5/10/2017 170059	
01-171-248	00071217ND	PV-171430	PV-171431	PV-171393	PV-171432	PV-171434	PV-171435	PV-171436	PV-171437	PV-171465	PV-171422	PV-171466	PV-171469	PV-171453	PV-171468	PV-171394	PV-171396	PV-171442	PV-171439	PV-171441	PV-171440	PV-171397	PV-171400	PV-171404	PV-171403	PV-171405	PV-171406	PV-171407	PV-171408	PV-171461	PV-171462	PV-171399	PV-171401	PV-171443	PV-171444	PV-171459	PV-171392	PV-171409	PV-171410	PV-171411	PV-171412	PV-171413	
F & M BANK VISA-SOUND SYSTEM-ASES	HETNEMANN	IEC POWER LLC	INDEPENDENT SALES	JORGENSEN & COMPANY	LOWE'S	MEDICAL BILLING TECH, INC.	MOBILE MODULAR MGT. CORP.	MOBILE MODULAR MGT. CORP.	MOBILE MODULAR MGT. CORP.	MUNOZ, JACOB	MUNOZ, JACOB	MUNOZ, JACOB	OFFICE DEPOT, INC.	OFFICE DEPOT, INC.	OFFICE DEPOT, INC.	PARTY CITY	PROFESSOR TOY OF VIS	SCHOOL SERVICES OF CALIF., INC	SISC	SISC	SISC	SOUTHERN CALIF EDISON CO	SPENCE FENCE COMPANY, INC.	Stanton Office Machine Company	Supplyworks	Supplyworks	SYSCO FOOD SERVICES	SYSCO FOOD SERVICES	THE DIESEL DOCTOR	THE DIESEL DOCTOR	THE DIESEL DOCTOR	TIFFANI BENEDETTI	TIPTON AUTO PARTS										
013831	014778	014164	013471	003013	013961	014092	013882	013882	013882	014103	014103	014103	012836	012836	012836	014282	013950	013969	014111	014111	014111	005383	014105	014197	014197	014197	014197	014197	014197	013267	013267	013130	013130	013828	013828	013828	013985	012264	012264	012264	012264	012264	

TOTAL ACCOUNTS PAYABLE \$49

\$496,500.33

6. FINANCE: Action items:

6.2 Budget Revisions

53 Tipton Elementary School District Fiscal Year: 2017	Budget Revision Report	BGR030 anthonyh	6/26/2017 1:18:26PM
Bdg Revision Final		Control Number: 626	47883
Account Classification	Approved / Revised		
Fund: 0100 General Fund Expenditures	Approved / Kevised	Change Amount	Proposed Budget
010-00000-0-11100-10000-571 010-07200-0-11100-10000-571		\$2,500.00 (\$2,500.00)	\$2,500.00 \$4,000.00
Services, Other Operating Expenses	\$6,500.00	\$0.00	\$6,500.00
010-30100-0-11100-10000-110		\$21,000.00	\$21,000.00
Certificated Salaries	\$0.00	\$21,000.00	\$21,000.00
010-30100-0-11100-10000-530 010-30100-0-11100-10000-580		\$1,700.00 (\$22,700.00)	\$1,700.00 \$7,369.31
Services, Other Operating Expenses	\$30,069.31	(\$21,000.00)	\$9,069.31
010-60100-0-11100-10000-430 010-60100-0-11100-10000-440		\$316.11 \$4,844.85	\$8,902.07 \$4,844.85
Books and Supplies	\$8,585.96	\$5,160.96	\$13,746.92
010-60100-0-11100-10000-520 010-60100-0-11100-10000-580		(\$526.96) (\$4,634.00)	\$473.04 \$2,366.00
Services, Other Operating Expenses	\$8,000.00	(\$5,160.96)	\$2,839.04
Total Expenditures	\$53,155.27	\$0.00	\$53,155.27
Budgeted Unappropriated Fund Balance before	re this adjustment:	\$2,310,244.59	
Total Adjustment to Unappropriated Fund Ba	lance:	\$0.00	
Budgeted Unappropriated Fund Balance after	this adjustment:	\$2,310,244.59	

53 Tipton Elementary School District Fiscal Year: 2017	Budget Revision Report	BGR0 antho	030 6/26/2017 onyh 1:18:26PM
Bdg Revision Final Account Classificat	on Appr		umber: 62647883 nge 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:		

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



McLAIN BARENG MORRELLI

PROGRESS MEETING NO. 9

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

Attendees:

Luke Smith (LS), Fausto Martin (FM), Dr. Miguel Guerrero (MG) Tom Hirst (TH)

Jerry Riggins (JR)

	Weather		Site C	onditions	Day				
⊠Clear □Overcast □Rain	□Snow □Foggy □Cold	□Cool □Warm ⊠Hot	⊠Clear □Muddy	Dusty	⊠Monday □Tuesday □Wednesday	□Thursday □Friday			

Field Observations:

- 1. Masonry is ongoing. 12" walls are up to 16'. 8" walls are up to 16' except at the stage and kitchen areas.
- 2. Electrical rough in is ongoing with the masonry.
- 3. Bradford is laying out and installing embeds with the masonry.
- 4. Site electrical work began today.

Field Instructions:

1. It is acceptable to raise the ceiling height in room 820 to 12'-0" to match room 819.

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 12, 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
- Revised Contract Sum: \$5,897,133.07 c.

B. Progress and Schedule:

- 1. Schedule Conformance: Update provided 5.31.17 (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.

New Multi-Purpose/Gym at Tipton Elem.

Progress Meeting No. 9

www.mangini.us (559) 627-0530 Office 4320 West Mineral King Avenue

(559) 627-1926 Fax

Issue Date: June 6, 2017

MEETING DATE:	June 5, 2017
MAI PROJECT NO.:	1473
OWNER'S REPRESENTATIVE:	Luke Smith
PROJECT INSPECTOR:	Tom Hirst

Michael Jensen (MJ), Kirk Purcaro (KP) Ryan Morrelli (RM), Michael Scott (MS)

MANGINI ASSOCIATES INC.

Visalia, California 93291



ARCHITECTURE

MANGINI ASSOCIATES INC.

4320 West Mineral King Avenue Visalia, California 93291 www.mangini.us (559) 627-0530 office (559) 627-<u>1926 Fax</u>

McLAIN BARENG MORRELLI

F. Testing and Inspections:

- 1. Testing in Progress: Normal inspections on-going. Special inspection of masonry ongoing.
- 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.
- 2. Corrections Needed: None.
- 3. Inspection Card Updates: Card 1 section 1 complete.

H. Progress Payments:

1. Percentage of Completion: 30%

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.

J. Discussion Items:

Item No. 3-1	Action By OEM	 Description 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. 6.6.17 – The electrician shut down the solar today. OEM will provide a tentative schedule for when the solar will be back on.
8-1	RM	KP brought up some concerns regarding the lift and the need for pony walls. OEM will be sending a RFI. 6.6.17 – RM to provide a bulletin.
8-2	KP	KP would like to move the duct penetrations through the North and South walls up to 14'-8" to bottom of the opening. The plans to not give a height but they appear to be ~12' 0" to bottom. OEM will be sending a RFI.
8-3	N/A	Discussed the conduit routing through the masonry walls on either side of the stage and the holes required for the conduits. Recommend the use of a 16"x16" opening. The electrical contractor will do some work this week to determine if he can make the sweeps and if a single 16x16 hole per side will suffice. We will need to document where the holes are proposed to be to run this by the structural engineer.
8-4	KP	The electrical contractor needs to know where to rough in the electrical conduits for the condensers at the walk in box supplier/installer for location of the equipment.
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.



McLAIN BARENG MORRELLI

MANGINI ASSOCIATES INC. 4320 West Mineral King Avenue

Visalia, California 93291

www.mangini.us (559) 627-0530 *office* (559) 627-1926 *Fax*

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: 6/5/2017 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	
	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 2710	Air Barrier System	Expected			
	07 8400	Firestopping	Expected			
	07 9210	Elastomeric Joint Sealants	Expected			
	08 4120	Display Case Glass Doors	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			
39.2	22 0000	Plumbing	Expected			
38.2	22 0000	Plumbing - Site	Expected			
54.2	23 0000	Heating, Ventilating and Air Conditioning	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 1725	Tactile Warning Surfaces	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
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
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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
39.1	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
54.1	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
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: 6/5/2017 12:00:00 AM

ID	Subject	Status	Received	Last Action	Response Date
48	Walk-In Condenser Location	Open	5/31/2017 7:00:00 AM	Forwarded - To Answer	
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
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:

				Bulletin (B)	Cost Order Request (COR)								nge Order (CO)
Bulletin Number	DSA	Туре	Date Issued	Change Description	COR Number	Date Received	Proposed Cost	Proposed Time	Accepted Cost	Accepted Time	Status	CO Number	Date Issued
1	Y N	SI SI		Value Engineering Items (DSA) Value Engineering Items (non-DSA)			\$0.00	0	\$0.00	0	DSA approved 12.13.16.		
1A 2	N	SI	12.12.16	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	Ν	SI	1.24.17	Revise the size of the Janitor Room 818 Reason: Improved Information			\$0.00	0	\$0.00	0			
6	Ν	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: Recognittion 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	Ν			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	Ν	PR	3.22.17 4.19.17	Delete the fire/smoke dampers from wall on G.L. H Reason: Clarification of Documents	13	4.19.17	(\$2,513.88)	0	\$0.00	0	R&R 4.19.17.		
14	Ν			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	Ν			Underground locating for existing utilties 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 R	eque	est (COR)	Cha	nge 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	Ν	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	Ν	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	Ν			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	Ν			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: Clarificiation 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	Ν			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	Ν	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.		
					т	otal Accente	d Cost Impact		\$ 22 377 00	46	Total Accented Time Impact		
					T	otal Accepte	d Cost Impact	\rightarrow	\$ 22,377.00	4 6	Total Accepted Time Impact		

GENERAL BUILDING CONTRACTOR COMMERCIAL (559) 564-5010		SC	HE	DU	LE]	PR	OJE	CT	:	τιρτα	DN MI	JLTI U	SE		
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McLAIN BARENG MORRELLI

PROGRESS MEETING NO. 10

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

MANGINI ASSOCIATES INC.

Visalia, California 93291

4320 West Mineral King Avenue

www.mangini.us (559) 627-0530 Office (559) 627-1926 Fax

Issue Date: June xx, 2017

MEETING DATE: June 19, 2017 n. MAI PROJECT NO.: 1473 OWNER'S REPRESENTATIVE: Luke Smith PROJECT INSPECTOR: Tom Hirst Attendees: Luke Smith (LS), Fausto Martin (FM) Michael Jensen (MJ), Kirk Purcaro (KP) Tom Hirst (TH) Ryan Morrelli (RM) Jerry Riggins (JR) **Site Conditions** Weather Day ⊠Clear ⊠Clear Dusty Thursday Snow ⊠Monday □Overcast □Warm □Muddy □ Tuesday Friday Foggy □Rain Cold ⊠Hot □Wednesday **Field Observations:** 1. CMU installation ongoing. 20'-8" at the gym. Restrooms and lobby are topped out. Stage has just begun. Kitchen is 1/4 up in block.

- Steel embed installation is ongoing. 2.
- 3. Electricians are working at the front of the campus. Boring to being tomorrow.
- 4. Installing storm drain to the ponding basin.

Field Instructions:

1. None.

A. Project Status:

Contract Time: 1.

- Notice to Proceed Date: December 12, 2016 a.
- b. Initial Contract Duration: Nine months
- Initial Completion Date: September 12, 2017 c.
- d. Current Projected Completion Date: December 12, 2017
- e. Approved Time Extended Completion Date: October 28, 2017
- Weather Days: 46 approved delay days to date. f.

2. Contract Sum:

- a. Original Contract Sum: \$5,878,945.07
- Approved Change Orders: \$13,044.00 b.
- Revised Contract Sum: \$5,897,133.07 C.

B. Progress and Schedule:

- 1. Schedule Conformance: Update provided 5.31.17 (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.

New Multi-Purpose/Gym at Tipton Elem.

Progress Meeting No. 10



MANGINI ASSOCIATES INC.

4320 West Mineral King Avenue Visalia, California 93291 www.mangini.us (559) 627-0530 *office* (559) 627-1926 *Fax*

McLAIN BARENG MORRELLI

F. Testing and Inspections:

- 1. Testing in Progress: Normal inspections on-going. Special inspection of masonry ongoing.
- 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: 30%

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.

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.
8-1	RM	KP brought up some concerns regarding the lift and the need for pony walls. OEM will be sending a RFI. 6.5.17 – RM to provide a bulletin.
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.

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
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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: 6/19/2017 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	
	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 2710	Air Barrier System	Expected			
	07 8400	Firestopping	Expected			
	07 9210	Elastomeric Joint Sealants	Expected			
	08 4120	Display Case Glass Doors	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			
39.2	22 0000	Plumbing	Expected			
38.2	22 0000	Plumbing - Site	Expected			
54.2	23 0000	Heating, Ventilating and Air Conditioning	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 1725	Tactile Warning Surfaces	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
		5				

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
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

 Request for Information Report - All

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

Prepared On: 6/19/2017 12:00:00 AM

ID	Subject	Status	Received	Last Action	Response Date
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
15	Abandoned Concrete Vault	Closed	3/13/2017 2:00:00 PM	Responded and Closed - Answered
14	Treads	Closed	2/17/2017 8:00:00 AM	Responded and Closed - Answered
13	Garbage Disposal Line	Closed	2/16/2017 8:00:00 AM	Responded and Closed - Answered
12	NLSL Meaning	Closed	2/1/2017 8:00:00 AM	Responded and Closed - Answered
11	Fixture F Safety Wire	Closed	1/27/2017 8:00:00 AM	Responded and Closed - Answered
10	Floor Box Clarification	Closed	1/27/2017 4:00:00 PM	Responded and Closed - Answered
9	Door Undercut	Closed	1/11/2017 8:00:00 AM	Responded and Closed - Answered
8	Service Yard Trash Enclosure	Closed	1/11/2017 8:00:00 AM	Responded and Closed - Answered
7	Construction Joints	Closed	1/4/2017 8:00:00 AM	Responded and Closed - Answered
6	Edge Shovel Footing Detail Change	Closed	1/4/2017 8:00:00 AM	Responded and Closed - Answered
5	Christy Box SB1 & SB2 Sizes	Closed	12/22/2016 8:00:00 AM	Responded and Closed - Answered
4	Basketball Control Panel	Closed	12/20/2016 8:00:00 AM	Responded and Closed - Answered
3	Panel RM 817 Power & Data Layouts	Closed	12/20/2016 4:00:00 PM	Responded and Closed - Answered
2	Moisture Barrier Discrepancy	Closed	12/16/2016 8:00:00 AM	Responded and Closed - Answered
1	CMU Wall Footing Change	Closed	12/16/2016 8:00:00 AM	Responded and Closed - Answered

3/15/2017 7:00:00 AM 3/20/2017 7:00:00 AM 2/28/2017 8:00:00 AM 2/21/2017 8:00:00 AM 2/1/2017 8:00:00 AM 1/31/2017 8:00:00 AM 1/30/2017 4:00:00 PM 1/11/2017 8:00:00 AM 1/11/2017 8:00:00 AM 1/5/2017 8:00:00 AM 1/5/2017 8:00:00 AM 12/23/2016 8:00:00 AM 12/21/2016 8:00:00 AM 12/21/2016 4:00:00 PM 12/20/2016 8:00:00 AM 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:

				Bulletin (B)	Cost Order Request (COR)					Change Orde (CO)			
Bulletin Number	DSA	Туре	Date Issued	Change Description	COR Number	Date Received	Proposed Cost	Proposed Time	Accepted Cost	Accepted Time	Status	CO Number	Date Issued
1	Y N	SI SI		Value Engineering Items (DSA) Value Engineering Items (non-DSA)			\$0.00	0	\$0.00	0	DSA approved 12.13.16.		
1A 2	N	SI	12.12.16	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	Ν	SI	1.24.17	Revise the size of the Janitor Room 818 Reason: Improved Information			\$0.00	0	\$0.00	0			
6	Ν	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: Recognittion 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	Ν			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	Ν	PR	3.22.17 4.19.17	Delete the fire/smoke dampers from wall on G.L. H Reason: Clarification of Documents	13	4.19.17	(\$2,513.88)	0	\$0.00	0	R&R 4.19.17.		
14	Ν			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	Ν			Underground locating for existing utilties 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 R	equ	est (COR)	Cha	nge 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	Ν	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	Ν			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	Ν	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	Ν			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	Ν			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	1 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: Clarificiation 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	Ν			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	Ν	SI	5.26.17	Revise the ceiling height in Room 819 Reason: Clarification of Documents			\$0.00	0	\$0.00	0			
27	Y	SI	6117	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.		
	Total Accepted Cost Impact 46												

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
39.1	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
54.1	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
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



McLAIN BARENG MORRELLI

PROGRESS MEETING NO. 11

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

MANGINI ASSOCIATES INC. 4320 West Mineral King Avenue

Visalia, California 93291

www.mangini.us (559) 627-0530 Office (559) 627-1926 Fax

OWNER'S REPRESENTATIVE: Luke Smith PROJECT INSPECTOR: Tom Hirst Attendees: Luke Smith (LS) Kirk Purcaro (KP) Fausto Martin (FM), Anthony Hernandez (AH) Ryan Morrelli (RM) Jerry Riggins (JR) Tom Hirst (TH) Site Conditions Weather Day ⊠Clear ⊠Clear Dusty Thursday Snow ⊠Monday □Overcast □Warm □Muddy □ Tuesday Friday Foggy □Rain Cold ⊠Hot □Wednesday

Field Observations:

- 1. CMU ongoing. Installing scaffolding up at the large room for the next lift. Will grout the restroom area and some of the 12" block tomorrow.
- 2. Installing steel embeds.
- 3. Storm drain to the pond is ongoing. Two man holes have been installed.
- 4. Rough electrical in the building as needed. Continuing electrical work at the new gear. Concrete work is complete, ready for SCE.

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 12, 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 5.31.17 (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.

Issue Date: June 27, 2017

MEETING DATE: June 26, 2017

MAI PROJECT NO.: 1473



ARCHITECTURE

McLAIN BARENG MORRELLI

MANGINI ASSOCIATES INC. 4320 West Mineral King Avenue Visalia, California 93291 www.mangini.us (559) 627-0530 *office* (559) 627-1926 *Fax*

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. Switch gear pad and cad welding is complete.
- 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.
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.

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					
Attac	hments: Submittal log, RFI log, Bulletin l	og, Short	interval schedule					

Copies to: Attendees

Submittal Report - All

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

Prepared On: 6/26/2017 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	
	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			
54.2	23 0000	Heating, Ventilating and Air Conditioning	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 1725	Tactile Warning Surfaces	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
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	
23	09 5100	Acoustical Ceiling Color Samples	Closed	12/21/2016 8:00:00 AM	Responded and Closed - No Exceptions Taken	12/30/2016 8:00:00 AM
3	09 5100		Closed		Responded and Closed - No Exceptions Taken	12/22/2016 8:00:00 AM 12/15/2016 8:00:00 AM
68		Acoustical Ceilings		12/15/2016 8:00:00 AM		
	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 64	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 10	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
54.1	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
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: 6/26/2017 12:00:00 AM

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

/16/2017 7:00:00 AM /20/2017 7:00:00 AM /15/2017 7:00:00 AM /20/2017 7:00:00 AM /28/2017 8:00:00 AM /21/2017 8:00:00 AM /1/2017 8:00:00 AM /31/2017 8:00:00 AM /30/2017 4:00:00 PM /11/2017 8:00:00 AM /11/2017 8:00:00 AM /5/2017 8:00:00 AM /5/2017 8:00:00 AM 2/23/2016 8:00:00 AM 2/21/2016 8:00:00 AM 2/21/2016 4:00:00 PM 2/20/2016 8:00:00 AM 2/27/2016 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.

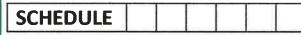
Contingencies:

Allowances:

	vval			Bulletin (B)					Cost Order R	eaue	est (COR)	Cha	nge Order
	1	YSI12.13.16Value Engineering Items (DSA)NSI12.12.16Value Engineering Items (non-DSA)NSI12.16.16Plumbing revision in Clean-Up Room 822 Reason: Clarification of DocumentsNPR1.23.17Revise layout of room 820 and provide utility connect washer/dryer Reason: Engineer OmissionNPR1.23.17Provide pipe wrap per specifications (previously delet Reason: Value EngineeringNSI1.24.17Revise the size of the Janitor Room 818 Reason: Clarification of DocumentsNPR1.24.17Revise the size of the Janitor Room 818 Reason: Clarification of DocumentsNPR1.24.17Revise wall elevations to indicate opening at door 809 Reason: Clarification of DocumentsYSI2.6.17Revise value EngineeringNSI2.28.17Misc. electrical clarifications Reason: Recognittion of OmissionNSI3.1.17Revise electrical to gate operator based on substitution Reason: Contractor SubstitutionNPR3.1.17Provide power and controls conduit to scoreboard an clocks Reason: Engineer Omission							cqui			(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 1A	Y	-		5 5 X ,			\$0.00	0	\$0.00	0	DSA approved 12.13.16.		
2	N			Plumbing revision in Clean-Up Room 822 Reason: Clarification of Documents			\$0.00	0	\$0.00	0			
3	N	PR	1.23.17		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	Ν	SI	1.24.17				\$0.00	0	\$0.00	0			
6	N	PR	1.24.17	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				\$0.00	0	\$0.00	0	DSA approved 2.2.17.		
8 8R	N	SI	2.28.17		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	Ν				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		10	3.28.17	\$4,011.00	0	\$4,011.00	0	Owner approved 3.29.17.	1	03.30.17
12	N	SI					\$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 utilties 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)			est (COR)	Cha					
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	Ν	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	Ν			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	Ν	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	Ν			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	Ν			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: Clarificiation 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	Ν			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	Ν	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			\$0.00	0	\$0.00	0	DSA approved 6.15.17.		
Junc Junc Change Description Junc Junc <thjunc< th=""> <thjunc< th=""> <thjunc< th=""></thjunc<></thjunc<></thjunc<>	\$2,840.00	0	Owner approved 6.26.17.	3									
					Identin (B) Cost Order Request (COR) Status Change Description Image of the state								
					т	otal Accepte	d Cost Impact	→	\$ 21,578.35	46	Total Accepted Time Impact		<u> </u>





PROJECT: TIPTON MULTI USE

COMMERCIAL (559) 564-5010 IN P.O. Box 745 Woodlake, CA 93286 www.michaminc.com	June					July	1						Jul	У								
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ACTIVITIES	SUB									8												
CMU EMBEDS	KAWEAH		x	х	х	X	x			X		X	X	X			X	X	X	х	x	Γ
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MBEDS FOR RED IRON	BRADFORD)	x	x	x	x	х						X	X			x	x	x	Х	X	Γ
torm Drain to pond	American		x	x	x	x																Γ
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