



## **Sequoia Union Board of Trustees Special Board Meeting January 24, 2024 at 6:00 p.m.**

A regular meeting of the Board of the Sequoia Union Elementary School will be held at 23958 Avenue 324, Lemon Cove, CA.

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the school office at (559) 564-2106 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District office located at 23958 Ave. 324, Lemon Cove, California during normal business hours and on the website at <https://www.sequoiaunion.org/>

- 1. CALL TO ORDER at 6:00 pm**
- 2. FLAG SALUTE**
- 3. APPROVAL OF AGENDA**
- 4. COMMENTS FROM THE PUBLIC**

Board Policy #9323 allows each individual speaker three minutes for public comment. The public may choose to address the board on any non agenda item at this time, or on an agendized item at this time or at the time of the items discussion. Before making a comment, please gain recognition from the Chair and direct your comments through the Chair. If you wish to submit a comment virtually you may do so online at <https://bit.ly/SUpubliccomment>. Comments must be submitted one hour prior to the scheduled meeting opening to ensure they will be read. The same requirements relating to the three minute limit apply to written comments also. Comments submitted after the opening of the meeting, but before adjournment will be recorded in the minutes.

- 5. ACTION ITEMS**

**[5.1 Approve the Transfer of \\$400,000 in Funds from FUND 350: New Construction Fund into FUND 356: Full Day Kinder Facilities Fund](#)**

**[5.2 Approve Oral E. Micham, INC. Progress Billing Application: 1 for \\$404,268.19](#)**



[5.3 Approve the CTL-Krazan Glulam Fabrication Contract of \\$10,625 for TK New Construction Building testing and inspections](#)

[5.4 Approve Mark Condie Inspections invoice of \\$7,000 for Inspections for TK New Construction Building](#)

[5.5 Approve the Luke Smith Consulting Agreement for Consulting Services for the New TK New Construction Building](#)

**6. CLOSED SESSION**

**6.1** GOVERNMENT CODE SECTION 54957.6: CONFERENCE WITH LABOR NEGOTIATOR  
AGENCY REPRESENTATIVE: Superintendent-Principal. EMPLOYEE ORGANIZATION: S.E.T.A..  
UNREPRESENTED EMPLOYEES: Sequoia Union Classified Staff.

**6.2** GOVERNMENT CODE SECTION 54957: PUBLIC EMPLOYEE PERFORMANCE  
EVALUATION: Title - Superintendent-Principal

**7. ADJOURNMENT**



# SEQUOIA UNION | ELEMENTARY SCHOOL

Mr. Ken Horn  
Superintendent/Principal

**5. ACTION ITEMS: 5.1 Approve the Transfer of \$400,000 in Funds from FUND 350: New Construction Fund into FUND 356: Full Day Kinder Facilities Fund**

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*Small School, Big Heart*

23958 AVE 324/P.O. Box 44260  
LEMON COVE, CA 93244-4260

PHONE: 559-564-2106  
FAX 559-564-2136

**FUND 350: County School Facilities Fund - New Construction**

Summary (Accounts on Grid)	Working Budget	Actual	Encumbrances	Working Budget Balance
1. Revenues (800000)	\$0.00	\$14,616.96	\$0.00	(\$14,616.96)
2. Expenditures (100000-799999)	\$35,000.00	\$26,749.35	\$0.00	\$8,250.65
3. Assets (910000-949999)	\$0.00	\$524,940.17	\$0.00	(\$524,940.17)
4. Liabilities (950000-969999)	\$0.00	\$0.00	\$0.00	\$0.00
5. Fund Balance (970000-999999) Uncalculated)	\$0.00	\$537,072.56	\$0.00	(\$537,072.56)
	<b>Balance to date</b>	\$524,940.17		

**FUND 356: County School Facilities Fund - Full- Day Kinder Facilities Program**

Summary (Accounts on Grid)	Working Budget	Actual	Encumbrances	Working Budget Balance
1. Revenues (800000)	\$0.00	\$23,283.84	\$0.00	(\$23,283.84)
2. Expenditures (100000-799999)	\$35,000.00	\$31,549.54	\$0.00	\$3,450.46
3. Assets (910000-949999)	\$0.00	\$348,083.64	\$0.00	(\$348,083.64)
4. Liabilities (950000-969999)	\$0.00	\$0.00	\$0.00	\$0.00
5. Fund Balance (970000-999999) Uncalculated)	\$0.00	\$356,349.34	\$0.00	(\$356,349.34)
	<b>Balance to date</b>	\$348,083.64		



# SEQUOIA UNION | ELEMENTARY SCHOOL

Mr. Ken Horn  
Superintendent/Principal

5. ACTION ITEMS: 5.2 Approve Oral E. Micham, INC. Progress Billing Application: 1 for  
\$404,268.19

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*Small School, Big Heart*

23958 AVE 324/P.O. Box 44260  
LEMON COVE, CA 93244-4260

PHONE: 559-564-2106  
FAX 559-564-2136



ORAL E. MICHAM, INC.  
 P.O. BOX 745  
 21128 SENTINEL DR.  
 WOODLAKE CA 93286  
 559-564-5010

License: 327785

## Progress Billing

Application: 1

Period: 12/21/2023

**Owner:** SEQUOIA UNION ELEMENTARY SD  
 23958 AVENUE 324  
 LEMON COVE CA 93244

**Job Location:** SEQUOIA UNION NEW TK-KINDEGARTEN  
 23958 AVENUE 324  
 LEMON COVE CA 93244

### Application For Payment On Contract

Original Contract.....	3,250,000.00
Net Change by Change Orders.....	0.00
Contract Sum to Date.....	3,250,000.00
Total Complete to Date.....	425,545.49
Total Retained.....	21,277.30
Total Earned Less Retained.....	404,268.19
Less Previous Billings.....	0.00
Current Payment Due.....	404,268.19
Balance on Contract.....	2,845,731.81

### Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor:  Date: 1-3-2024

Inspector of Record:  Date: 01-03-24

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on the on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$404,268.19

(Attached an explanation if amount differs from the amount applied for.)

ARCHITECT:  Date: 01.05.2024

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to all rights of the Owner or Contractor under this Contract.



# SEQUOIA UNION | ELEMENTARY SCHOOL

**Mr. Ken Horn**  
Superintendent/Principal

**5. ACTION ITEMS: 5.3 Approve the CTL-Krazan Glulam Fabrication Contract of \$10,625 for the TK New Construction**

**This can be paid for out of the Grant**

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*Small School, Big Heart*

23958 AVE 324/P.O. Box 44260  
LEMON COVE, CA 93244-4260

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# CTL-Krazan

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING  
CONSTRUCTION TESTING & INSPECTION

January 16, 2024

Sequoia Union Elementary School District  
Ken Horn  
23958 Ave. 324  
Lemon Cove, CA, 93244

[kenhorn@sequoiaunion.org](mailto:kenhorn@sequoiaunion.org)

**Project:** New TK Classroom Wing at Sequoia Union Elementary School

**Subject:** Cost proposal – Glulam Fabrication inspection services (Addendum)

Dear Mr. Horn,

In accordance with your request, CTL-Krazan is pleased to submit a cost proposal for construction testing and inspection services for the Glulam Fabrication work to be completed at American Laminators in Drain, Oregon. Our scope of work can be modified as required by the project consultants if requested. CTL-Krazan will adjust our progress billing to the actual unit costs required to complete our work. CTL-Krazan will subcontract the required work to Universal Engineering Sciences (UES). CTL-Krazan will invoice your office after the work is completed and invoiced to CTL-Krazan. Below is an estimate for the proposed work.

<u>Description</u>	<u>Units/Hours</u>	<u>Cost</u>	<u>Total</u>
Glulam Inspection Services billing would be only for work performed and determined based on (UES) 2024 schedule of fees, lodging, per diem and travel costs (including car rental and fuel will apply for this project)	1	Est. \$10,350	\$10,350.00
(includes 15% mark-up by CTL-Krazan for scheduling, oversight, and processing information to DSA)			
Office Administration/report prep	1 hr.	\$75/hr.	\$75.00
Engineer Review	1 hr.	\$200/hr.	\$200.00
<b><u>TOTAL ESTIMATED AMOUNT</u></b>			<b><u>\$10,625.00</u></b>

**Inclusions, Exclusions, and Clarifications:**

- The fee schedule prices are good for 60 days from the date of this proposal or the duration of the project.
- The fee schedule prices do not reflect prevailing wage rates.
- CTL-Krazan charges a three (3) hour minimum for Soil Technician per site visit portal-to-portal and one (1) hour increments thereafter.
- Standard working hours are from 7 am to 5 pm Monday through Friday. Any work performed beyond 8 hours per day and Saturdays will be billed at 1.5 times the hourly rate noted above. Services rendered on holidays, Sundays, more than 8 hours on Saturdays, or in excess of 12 hours on weekdays, will be charged at double the normal rate.
- Services will be performed on a "time and materials" basis.





# SEQUOIA UNION | ELEMENTARY SCHOOL

**Mr. Ken Horn**  
Superintendent/Principal

**5. ACTION ITEMS: 5.4 Approve Mark Condie Inspections invoice of \$7,000 for Inspections for TK New Construction Building**

**This is paid for out of the Construction Grant**

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*Small School, Big Heart*

23958 AVE 324/P.O. Box 44260  
LEMON COVE, CA 93244-4260

PHONE: 559-564-2106  
FAX 559-564-2136

December 16,2023

Invoice #01  
P.O.# ?

Sequoia Elementary School District  
23958 Ave. 324  
Lemon Cove, Ca.  
93244

Mr. Ken Horn  
Superintendent/Principal

Mark Condie Inspections  
2213 N.11<sup>th</sup>. Ave.  
Hanford, Ca. 93230

**Sequoia Elementary School T.K. Bldg. Project**

**Billing Date November 16,2023 to December 15,2023**

<b>Phase Description</b>	<b>Contract Amount</b>	<b>Billings To Date</b>	<b>Previous Billings</b>	<b>Current Billing</b>
<b>Inspection Services</b>	<b>\$98,000.00</b>	<b>\$0</b>	<b>\$ 0</b>	<b>\$7,000.00</b>
<b>Total</b>	<b>\$00,000.00</b>	<b>\$0</b>	<b>\$ 0</b>	<b>\$7,000.00</b>

**Total Amount Due: \$7,000.00**

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Thank you,

Mark Condie



# SEQUOIA UNION | ELEMENTARY SCHOOL

**Mr. Ken Horn**  
Superintendent/Principal

**5. ACTION ITEMS: 5.5 Approve the Luke Smith Consulting Agreement for Consulting Services for the New TK New Construction Building**

**This can be paid for out of the General Fund or out of Developer Fees**

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*Small School, Big Heart*

23958 AVE 324/P.O. Box 44260  
LEMON COVE, CA 93244-4260

PHONE: 559-564-2106  
FAX 559-564-2136

**SEQUOIA UNION SCHOOL DISTRICT  
AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement is entered into between the Sequoia Union 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:

1. CONSULTANT SERVICES: The Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as "Appendix A".
2. PAYMENT: Contractor agrees to undertake the work defined in Appendix A at a payment rate of \$90.00 per hour.

In addition to this rate, Sequoia Union 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 Sequoia Union 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 within thirty (30) days of receipt of invoice.

3. TERM OF AGREEMENT: The term of this Agreement begins February 1, 2024 and ends December 31, 2024. Extension or renewal requires approval of the Superintendent or authorized representative. 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 will be compensated only to the extent required by law.

4. TIME FOR PERFORMANCE: All services required of the Contractor will be completed on or before the specified end of the term.
5. RECORDS: Contractor will maintain full and accurate records in connection with this Agreement and will make them available to the District for inspection at any time. Contractor's work product under this Agreement shall be the property of the District.



## APPENDIX A

### SCOPE OF SERVICES CONSTRUCTION MANAGER

**Title:** Construction Manager

**Purpose Statement:** The Construction Manager will provide leadership and management while monitoring the process of construction of new facilities and the renovation of existing facilities. This individual will be responsible for working with the architect, general contractor and Superintendent in the scheduling and sequencing of projects. The Construction Manager will work cooperatively with the architect to facilitate that the jobs are completed on time, within budget, with quality workmanship, and to the satisfaction of the Board of Trustees.

**Reports To:** Superintendent

#### Essential Functions

##### The Construction Manager will:

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

#### Education/Certification and Qualifications

1. BS Degree or equivalent experience
2. Experience with California school construction programs, including policies and procedures of the Division of the State Architect (DSA) and the Office of Public School Construction (OPSC).

#### General Responsibilities

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

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

**Guidelines:**

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

**Terms of Employment and Compensation**

1. Projected 10 – 12 hours per week, not to exceed 40 hours per month without prior approval
2. Hourly compensation negotiable, dependent on experience
3. Term – Beginning February 2024 through project completion

Luke A. Smith  
740 Sherwood Street  
Exeter, CA 93221  
(559) 936-0330  
[lasmithscu@gmail.com](mailto:lasmithscu@gmail.com)

## EDUCATION

*Golden West High School* – Visalia, CA

- Diploma, June 1996

*Santa Clara University* – Santa Clara, CA

- Bachelor of Science in Commerce, Finance Major, June 2001
- Master of Arts in Education Administration, completed 41 units

## EXPERIENCE

*Consultant* – Providing facilities and operations expertise to California Public Schools

1/2015 – present

- School Construction and Modernization - \$35 million
  - Laton Elementary School new kindergarten classrooms - \$2.8 million
  - Laton Elementary School new multi-purpose & admin buildings - \$7.1 million
  - Pixley Elementary School classroom modernization - \$7.2 million
  - Pixley Elementary School cafeteria modernization - \$2.2 million
  - Pixley Middle School new gymnasium - \$4.7 million
  - Pixley Middle School new classrooms - \$1.1 million
  - Tipton Elementary School new multi-purpose building - \$7 million
  - Earlimart Elementary School HVAC modernization - \$1.7 million
  - Earlimart School District new MOT office - \$0.8 million
- Facilities Planning and Management
  - Consultant for SchoolWorks, Inc. and K12 Partners, A Division of Urban Futures, Inc.
  - Performed 235 school inspections / facilities master plan assessments
- Maintenance and Transportation Operations
- School Safety and Risk Management

*Director of Facilities* – Tulare Joint Union High School District

9/2006 – 6/2014

- Direct new construction, modernization, remodeling and capital improvement projects
  - Managed over \$80 million in construction projects
- Direct maintenance, grounds, custodial, skilled trades and transportation operations
  - Responsible for 65+ classified employees
- Develop and monitor annual budget for expenditures in each department
  - Annual operating budget exceeding \$1.5 million
- Plan, organize and implement a program of preventative maintenance and equipment replacement
  - Responsible for 650,000 sq. ft. of school facilities
- Provide long-range plans for all subordinate departments and staff
  - Coordinated Facility Master Plan development and Deferred Maintenance program
- Negotiate and administer contracts and service agreements
- Manage the Developer Fee exemption process
- Serve as Risk Manager for the school district
- Represent the district and communicate with stakeholders on matters related to facilities and operations
- Coordinate the scheduling and use of school facilities by community organizations
- Prepare complex applications and reports for submittal to regulatory agencies
- Create policies and procedures to ensure operations are efficient and compliant with federal, state and local regulations

*Director of Maintenance, Operations and Transportation* – Tulare Joint Union High School District

1/2006 – 9/2006

- Supervise maintenance, grounds and transportation operations
- Provide in-service training for assigned personnel
- Inspect buildings and grounds to establish project costs, scope of work and timelines
- Monitor work in progress for compliance with established standards
- Make recommendations concerning purchase of materials and equipment
- Ensure expenditures are compliant with district policy and adopted budget
- Prepare grant applications for Transportation department



Luke A. Smith  
740 Sherwood Street  
Exeter, CA 93221  
(559) 936-0330  
[lasmithscu@gmail.com](mailto:lasmithscu@gmail.com)

## EXPERIENCE (continued)

- Housing Facilities Director* – Housing Office, Santa Clara University 5/2005 – 1/2006
- Direct maintenance and custodial operations for 19 residential properties
    - Over 615,000 sq. ft. with annual operating budget exceeding \$2 million
  - Coordinate remodeling and capital improvement projects with annual budget exceeding \$1 million
  - Participate and consult on campus-wide facilities planning and new construction projects
  - Administer comprehensive security system for residential properties
  - Oversee resource management and recycling efforts
  - Recruit, hire, train and supervise professional and student staff
  - Negotiate and execute service/supply contracts and large purchase orders
  - Support Conference Services program and coordinate summer utilization of residence halls
  - Develop and conduct facilities, operations and emergency preparedness training
  - Design and implement policies and procedures in support of the university mission
  - Serve as Building Resident Manager for three graduate housing properties
- Facilities Operations Manager* – Housing Office, Santa Clara University 7/2001 – 5/2005
- Manage maintenance and custodial operations for 15 residential properties
  - Coordinate opening and closing for undergraduate residence halls
  - Oversee student damage billing system and vandalism reduction programs
  - Manage security for 15 residential properties
  - Coordinate residence hall room reservations and event setups
  - Manage the Housing & Residence Life website and cable TV channel
  - Make recommendations for remodeling and capital improvement projects
  - Assist with facilities and operations training for residential staff
  - Serve as Building Resident Manager for University Square graduate housing
  - Serve as Summer School Resident Director

## REFERENCES

Lupe Nieves  
Superintendent  
Laton Unified School District  
(559) 904-9530

Brett Merrick  
K12 Partners, A Division of Urban Futures, Inc.  
(916) 300-0590