

# Knights Ferry Elementary School District

12726 Dent Street; P.O. Box 840; Knights Ferry, CA 95361

REGULAR MEETING OF THE BOARD OF TRUSTEES

Thursday, October 13, 2016

School Multipurpose Room

Persons wishing to address the Board on any school related issue are invited to do so, either when the item is presented on the agenda, or under the "Public Comment" section. In the interest of time and order, presentations from the public are limited to three (3) minutes per person, and the total time shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comment, please complete a public comment card and turn it in to the Superintendent's Assistant. The Board requests that complaints or charges against an employee be held in Closed Session. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. More specifically, Board Members are limited, but not required, to give a brief response to public statement or questions regarding non-agenda items. Individuals who require disability-related accommodations or modifications to participate in the Board meeting should contact the Superintendent in writing.

## 1.0 Open Session - Preliminary Proceedings 5:15PM

- 1.1 Public Comment on items under Closed Session only
- 1.2 Adjourn to Closed Session

## 2.0 CLOSED SESSION - 5:15 to 5:30pm

- 2.1 Superintendent Goals for 2016-2017

## 3.0 PUBLIC MEETING - Preliminary Proceedings 5:30PM

- 3.1 Call to order with the Flag Salute

## 4.0 APPROVAL OF AGENDA

- 4.1 Opportunity for the Board and Administration to adjust the published agenda.
- 4.2 Report out of Closed Session

## 5.0 HEARING SECTION

### 5.1 *Public Comments* Opportunity for the Public to Address Items Not on the Agenda

Persons wishing to address the Board on any school related issue not listed elsewhere on the agenda are invited to do so now under the "Public Comment" item. Please note that Government Code Section 54954.2(a) limits the ability of the Board Members to respond to public comments. More specifically, Board Members are limited, but not required, to give a brief response to public statements or questions regarding non-agenda items.

## 6.0 CONSENT AGENDA – Consolidated Motion

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*The purpose of Consent Agenda (Consolidated Motion) is to expedite action on routine agenda items. These items will be acted upon with one motion, second and approval of the Board, unless a member of the Board or public wishes to pull the item for individual discussion and action. All matters listed under Consent agenda are those on which the board has previously deliberated or that can be classified as routine items of business. An administrative recommendation on each item is contained in the agenda supplements. There will be no separate discussion of these items prior to the time the Board trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent items.*

### 6.1 Approval of the Minutes

**Explanatory Statement:** (Policy and Judicial Review)

**Attachment:** The Minutes of Regular Board Meeting of September 8, 2016- Item #6.1.

**Recommended Action:** Approve, as presented, the Minutes of September 8, 2016.

### 6.2 Ratification of Bills and Warrants

**Explanatory Statement:** (Finance/Facilities)

**Attachment:** Warrant Lists from September 8, 2016 to October 4, 2016 - Item #6.2.

**Recommended Action:** Approve the ratification of warrants from September 8, 2016 to October 4, 2016.

### 6.3 Interdistrict Transfer Agreements

**Explanatory Statement:** (Student Attendance)

**Attachment:** Item #6.3

**Recommended Action:** Approve recommendations for Interdistrict Attendance Agreements.

### 6.4 Board Policy and Administrative Regulations Updates

**Explanatory Statement:** (Policy and Judicial Review)

In the process of maintaining and updating our Board Policies and Administrative Regulations to comply with current law and the California School Boards Association (CSBA) recommendations, a draft copy of the October 2016 updates and proposed revisions has been made available to Board Members for review.

**Attachment:** Item #6.4

**Recommended Action:** First Read

## 7.0 Discussion Items

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### 7.1 Kimberly McCarthy Presenting a Project-Based Learning Kindergarten Lesson

**Explanatory Statement:** Kimberly McCarthy, one of Knights Ferry's Teachers, will be presenting a Problem-Based Learning Kindergarten Lesson.

**Attachment:** None

**Recommendation:** None

**Public Comment.**

## 7.2 Parent Comments Regarding Residency Status and Admittance to District

**Explanatory Statement:** Parent presented issues with residency status at the September 8, 2016 meeting and requested to be placed on the agenda.

**Attachment:** None

**Recommendation:** None

*Public Comment.*

## 8.0 ACTION ITEMS

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### 8.1 Resolution Adopting A Conflict of Interest Code

**Explanatory Statement:** The Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code.

**Attachment:** Item #8.1

**Recommendation:** Adopt the Conflict of Interest Code

*Public Comment.*

### 8.2 Superintendent's Contract

**Explanatory Statement:** The Board and the Superintendent negotiated an agreement for the terms 2016-2019 during closed session on September 8, 2016. The contract must be voted on during Open Session.

**Attachment:** Attachment #8.2

**Recommendation:** Approve the Superintendent's Contract

*Public Comment.*

## 9.0 REPORTS & ANNOUNCEMENTS

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- 8.1 Community Members
- 8.2 Parent-Teacher Club
- 8.3 Teachers
- 8.4 Paraprofessionals
- 8.5 Custodian/Maintenance
- 8.6 Administration
- 8.7 Superintendent/Principal
- 8.8 Board of Trustees
- 8.9 Good 'n' Plenty
- 8.10 Planning Ahead

Next Board of Trustees Meeting: Thursday, November 10, 2016.

## 10.0 ADJOURNMENT

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9.1 In compliance with Brown Act regulations, this agenda was legally posted no later than:  
October 10, 2016 at 12726 Dent St., Knights Ferry, CA 95361.

# Knights Ferry Elementary School District

12726 Dent Street; P.O. Box 840; Knights Ferry, CA 95361

REGULAR MEETING OF THE BOARD OF TRUSTEES

Thursday September 8, 2016

MEETING BEFORE THE PUBLIC

## Minutes

- 1.0 Call to Order This meeting of the Knights Ferry Elementary School District Board of Trustees was called to order at 5:05 PM by Mrs. Diane Noon.
- Establishment of Quorum A quorum was established with Mr. John Sturgis, Mrs. Andrea Wever-Gonzalez and Mrs. Diane Noon present. Mrs. Kym Cassaretto and Mrs. Lisa Frymire were absent.
- Personnel Present: Dr. Janet Skulina and Mrs. Anita Ivaschenko
- Guests Present Mrs. Laura Ray, Ms. Cheyanna Jackson and Mrs. Mary Sue Shearer, Mr. Austin Sherley, Mr. Bob Ackerman, and Mrs. Sue Ackerman
- 1.0 Open Session Open session began at 5:05pm  
There was no public comment concerning Closed Session.
- 2.0 Closed Session The Board of Trustees held a closed session from 5:05 to 5:30pm.
- 3.0 Public Meeting The public meeting was called to order by Mrs. Diane Noon at 5:30pm with the flag salute led by Mr. Sherley. Mrs. Noon reported from closed session that that the Board, by a vote of 3 to 0, tentatively approved the terms of a new employment contract with the Superintendent/Principal that will be voted on by the Board in open session at the next regular meeting on October 13, 2016.  
Ayes-DN, JS, AWG  
No- 0  
Absent – LF, KC
- 4.0 Approval of the Agenda Mr. Sturgis motioned to approve the agenda, Mrs. Wever-Gonzalez seconded.  
Ayes- JS, DN,AWG  
No- 0  
Absent – KC, LF  
Public Comment: None
- 5.0 Hearing Section The Trustees began open session for public comments at 5:38pm.
- 5.1 Public Comments Public Comment: Mrs. Laura Ray brought up an issue that occurred with her grandson while he was attending Knights

5.2 Instructional Materials Sufficiency Resolution No. 20162017002

Ferry School. She would like the issue to be brought up in closed session at the October 13<sup>th</sup> meeting.

Dr. Skulina explained the Materials' Sufficiency Resolution to the Trustees.

The Trustees closed the Hearing on Instructional Materials Sufficiency at 5:43pm.

6.0 Consent Agenda

6.1 Approval of Minutes

Mrs. Wever-Gonzalez motioned to approve the Consent Agenda and Mr. Sturgis seconded.

6.2 Ratification of Bills and Warrants

Public Comment: None

6.3 Interdistrict Transfer Agreements

Ayes-JS, DN, AWG

6.4 Board Policy Minor Revisions

No- 0

6.5 Human Relations/Personnel

Absent - KC, LF

7.0 Action Item

7.1 Unaudited Actuals 2016-2017

Dr. Skulina explained sections of the Unaudited Actuals to the Trustees. Mrs. Noon noted that it may be a good idea to increase the District's reserve from 3% to 5%, and would like to see what those numbers look like. Mrs. Wever-Gonzalez added that she felt that there should be a balance between the reserve and investing in facilities. The trustees discussed upgrades that are needed within the school.

Public Comment: Mrs. Jackson noted that using a company called Velociter as an internet provider could be a cost effective solution for the internet issues.

Mr. Sturgis motioned to approve the Unaudited Actuals, Mrs. Wever-Gonzalez seconded.

Public Comment: None

Ayes -AWG, JS, DN

No - 0

Absent- KC, LF

7.2 Approval of Additional 4 Hours of Aide Time for the 16-17 School Year

Dr. Skulina explained that we currently have three aides and time was assigned to all classes, however, each class does not receive the amount of aide time that they feel that they need. The District would like to hire an aide that is bilingual in order to not only provide more support to teachers, but also to provide support for our English learners.

Mrs. Wever-Gonzalez motioned to approve the additional 4 hours of aide time for the 16-17 school year, Mr. Sturgis

seconded.  
Public Comment: None  
Ayes-AWG, JS, DN  
No – 0  
Absent – KC, LF

7.3 Instructional  
Materials Sufficiency  
(Williams Act)  
Resolution No.  
20162017002

Dr. Skulina explained that the Materials Sufficiency Resolution states that the District has sufficient materials and will make sufficient materials available to all students at the school. Mr. Sturgis motioned to approve the resolution, Mrs. Wever-Gonzalez seconded.

Public Comment: None  
Ayes-AWG, JS, DN  
No – 0  
Absent – KC, LF

7.4 Gann Limit  
Resolution No.  
20162017003

Dr. Skulina explained to the Trustees that the Gann limit regards the revenue limit for the District. Mrs. Wever-Gonzalez motioned to approve the renovation, Mr. Sturgis seconded.

Public Comment:  
Ayes-AWG, JS, DN  
No – 0  
Absent – KC, LF

7.5 Resolution for  
Adopting the  
Education Protection  
Account Resolution  
No. 20162017004

Dr. Skulina explained that the Resolution for Adopting the Education Protection Account Resolution deals with the Prop 30 dollars and must be spent only on teachers. Mr. Sturgis motioned to approve the renovation, Mrs. Wever-Gonzalez seconded.

Public Comment: None  
Ayes-AWG, JS, DN  
No – 0  
Absent – KC, LF

7.6 Approve Board  
Policies 4261.1 and  
5111.1

Dr. Skulina recapped the two Board policies to the Trustees. Mr. Sturgis motioned to approve the renovation, Mrs. Wever-Gonzalez seconded.

Public Comment: None  
Ayes-AWG, JS, DN  
No – 0  
Absent – KC, LF

7.0 Reports and  
Announcements

8.1 Community

Mrs. Shearer reported that the Pumpkin Roll is coming up and

- that everything is falling back into place.
- 8.2 Parent-Teacher Club Dr. Skulina reported that Jog-a-Thon is coming up and the kids are designing their T-Shirts. They have a PTC meeting on Tuesday.
- 8.3 Teachers None Present
- 8.4 Paraprofessionals None Present
- 8.5 Custodian/Maintenance Dr. Skulina reported that Lynn Duckworth is doing okay after a knee injury, and is back to work.
- 8.6 Administration Mrs. Ivaschenko reported that she has been working on health insurance enrollment since the District now offers vision and other health plan options. She is also excited about being able to organize her working environment to her own system now that she has a better feel for what works best.
- 8.7 Superintendent/Principal Dr. Skulina reported that she enjoys the kids, and that they have been excited to start up new clubs. Knights Ferry School might try out a small "Ag Day" and possibly take a field trip, but there is a lot involved in planning for these events. Currently we have 5 parents interested in serving on the Planning Committee; we want input on what the parents would like to see happen at the school.
- 8.8 Board of Trustees Mrs. Wever-Gonzalez reported that she brought her daughter back to Knights Ferry, and she is so happy to be back.
- 8.9 Good 'n' Plenty Mrs. Wever-Gonzalez mentioned that she has goats and chickens that she can bring to Ag Day. Mrs. Shearer shared a funny story about a gopher that she trapped for her daughter years ago.
- 8.9 Planning Ahead On October 13<sup>th</sup> the Board will discuss annual goals for the Superintendent in closed session.
- The next Board meeting will be Thursday, October 13, 2016 at 5:00pm.
- Mr. Sturgis motioned to adjourn the meeting, Mrs. Wever-Gonzalez seconded.
- Ayes – JS, DN, AWG.
- No – 0
- Absent – KC, LF
- 9.0 Adjournment Adjourned at 6:33pm.

Respectfully,

Anita Ivaschenko  
Administrative Assistant



**WARRANTS: October 13, 2016**

<b>COMPANY NAME</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>ACCOUNT CODES</b>
1st Security and Sound	\$ 144.95	September Alarm Service	01/0000/0/5500/0000/8100/000/0000
Ace Hardware	\$ 128.60	Custodial Supplies	01/0000/0/4300/0000/8100/000/0000
Amerine Systems	\$ 1,045.99	Pump Maintenance	14/0001/0/5600/0000/8100/000/0000
AT&T/Calnet	\$ 62.48	Phone Bill	01/0000/0/5900/0000/2700/000/0000
Clark	\$ 94.00	Pest Service	01/0000/0/5500/0000/8100/000/0000
Department of Justice	\$ 32.00	Fingerprinting Fee	01/0000/0/5819/0000/2700/000/0000
Derek Sawyers	\$ 862.17	HVAC Maintenance	14/0001/0/5600/0000/8100/000/0000
Gilton	\$ 205.32	Garbage Pick Up	01/0000/0/5500/0000/8100/000/0000
KF Community Services	\$ 214.36	September 2016 Water Bill	01/0000/0/5500/0000/8100/000/0000
KF Revolving Cash	\$ 12.00	September Service Fee	01/0000/0/5800/0000/7200/000/0000
KF Revolving Cash	\$ 77.30	Stamps/Mailing Cum File/Check	01/0000/0/5300/0000/7200/000/0000
LEGO Education	\$ 15,441.77	LEGO Robots	Monsanto Grant
Macias-Dewhirst, Aurora	\$ 184.00	Interpreting Services	01/0000/0/4300/0000/7200/000/0000
Mission Uniform Service	\$ 246.84	Linen Service	01/0000/0/5500/0000/8100/000/0000
Oakdale Joint Unified S.D.	\$ 500.00	Psychologist Services	01/6500/0/5800/5770/1110/000/0000
PG&E	\$ 1,526.24	Electric Bill	01/0000/0/5500/0000/8100/000/0000
Positive Promotions	\$ 357.52	Red Ribbon Supplies	01/1100/0/4300/1110/1000/000/0000
Ricoh	\$ 1,558.25	Copier Rent	01/1100/0/5600/1110/1000/000/0000
School Fix	\$ 54.85	Safety Traffic Cones	01/1100/0/4300/0000/7200/000/0000
School Specialty	\$ 1,165.81	Instructional Materials	01/0000/0/4300/1110/1000/000/0000
SCOE	\$ 46.37	Ordered Forms & Cards	01/0000/0/4300/0000/7200/000/0000
US Bank	\$ 1,234.35	Instructional Materials	01/1100/0/4300/1110/1000/000/0000
US Bank	\$ 186.62	AED Pads/Batterys for AED Alarm	01/0000/0/4300/0000/3140/000/0000
US Bank	\$ 23.78	Tobacco Free Sign	01/0000/0/4300/0000/3140/000/0000
US Bank	\$ 147.63	Kindness Posters	01/0000/0/4300/0000/3140/000/0000
US Bank	\$ 1,825.35	Robots	Monsanto Grant
US Bank	\$ 21.79	Bindings	01/0000/0/4300/0000/7200/000/0000
Volonte, Shelby	\$ 1,302.00	Speech Therapist	01/6500/0/5800/5770/1110/000/0000
<b>TOTAL</b>	<b>\$ 28,702.34</b>		

September Payroll	\$ 38,814.74
September Variable Payroll	\$ 1,228.91
<b>TOTAL PAYROLL</b>	<b>\$ 40,043.65</b>

October Payroll	TBD
October Variable Payroll	TBD
<b>TOTAL PAYROLL</b>	<b>TBD</b>

**Administration**

BP 2121(a)

**SUPERINTENDENT'S CONTRACT**

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position
4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

5. Vacation, illness and injury leave, and personal leaves
6. General duties and responsibilities of the position
7. Criteria, process, and procedure for annual evaluation of the Superintendent
8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board
9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract
10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in a timely manner of the requirement to give notice

**SUPERINTENDENT'S CONTRACT (continued)**

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date
12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board may deliberate about terms of the contract in closed session at a regular meeting. Discussions regarding the salary, salary schedule, or other compensation may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

Terms of the contract shall remain confidential until the ratification process commences.

The Board shall take final action on the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262, 54957.6)

**Termination of Contract**

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

**SUPERINTENDENT'S CONTRACT (continued)**

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

*Legal Reference:*

EDUCATION CODE

35031 *Term of employment*

41325-41329.3 *Conditions of emergency apportionment*

GOVERNMENT CODE

3511.1-3511.2 *Local agency executives*

53243-53243.4 *Abuse of office*

53260-53264 *Employment contracts*

54954 *Time and place of regular meetings*

54956 *Special meetings*

54957 *Closed session personnel matters*

54957.1 *Closed session, public report of action taken*

54957.6 *Closed sessions regarding employee matters*

UNITED STATES CODE, TITLE 26

105 *Self-insured medical reimbursement plan; definition of highly compensated individual*

UNITED STATES CODE, TITLE 42

300gg-16 *Group health plan; nondiscrimination in favor of highly compensated individuals*

CODE OF FEDERAL REGULATIONS

1.105-11 *Self-insured medical reimbursement plan*

COURT DECISIONS

*San Diego Union v. City Council, (1983) 146 Cal.App.3d 947*

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

*Management Resources:*

CSBA PUBLICATIONS

*Superintendent Contract Template, 2015*

ATTORNEY GENERAL PUBLICATIONS

*The Brown Act: Open Meetings for Local Legislative Bodies, 2003*

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

Office of the Attorney General, Department of Justice: <http://caag.state.ca.us/>

**Community Relations**

AR 1230(a)

**SCHOOL-CONNECTED ORGANIZATIONS**

A school-connected organization's request for authorization to operate within the district or at a district school shall contain, as appropriate:

1. The name and purpose of the organization
2. The date of application
3. Bylaws, rules, and procedures under which the organization will operate, including procedures for maintaining the organization's finances, membership qualifications, if any, and an agreement that the group will not engage in unlawful discrimination
4. The names, addresses, and phone numbers of all officers
5. A list of specific objectives
6. An agreement to grant the district the right to audit the group's financial records, either by district personnel or a certified public accountant, whenever any concern is raised regarding the use of the funds
7. The name of the bank where the organization's account will be located and the names of those authorized to withdraw funds
8. The signature of the principal of the supporting school
9. Planned use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future
10. An agreement to provide evidence of liability and/or directors and officers insurance when and in the manner required by law

Requests for subsequent authorization shall be annually submitted to the Superintendent or designee, along with a financial statement showing all income and expenditures from fundraisers. If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall present his/her recommendation to the Governing Board for approval.

When deemed necessary by the Board or the Superintendent or designee, the authorization for a school-connected organization to conduct activities in the district may be revoked at any time.

**SCHOOL-CONNECTED ORGANIZATIONS** (continued)

Each school-connected organization shall abide by the following rules:

1. The organization shall not act as an agent of the district or school.
2. The organization shall not use the district's tax-exempt status and identification number. It shall be responsible for its own tax status, accounting, internal controls, financial reporting, retention of records, and other operations.
3. The organization shall use a separate name and logo. Any use of a name or logo affiliated with the district, a district school, or a school team shall require the prior consent of the Superintendent or designee.
4. Funds of the school-connected organization shall not be co-mingled with district funds, including associated student body funds.
5. The organization shall not hire or directly pay any district employee. If a school-connected organization wishes to pay for additional and/or extracurricular services, the person to provide the services shall be hired through the district's personnel department, provided the Board approves the position. At their discretion, employees may volunteer to perform activities for school-connected organizations during nonworking hours.

**SCHOOL-CONNECTED ORGANIZATIONS**

The Governing Board recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting the district's educational and extracurricular programs. The Board appreciates the contributions made by such organizations toward the Board's vision for student learning and for providing all district students with high-quality educational opportunities.

Persons proposing to establish a school-connected organization shall submit a request to the Board for authorization to operate within the district or at a district school.

A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.

In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school.

The Superintendent or designee shall establish appropriate rules for the relationship between school-connected organizations and the district.

A school-connected organization shall obtain the written approval of the Superintendent or designee prior to soliciting funds upon the representation that the funds will be used wholly or in part for the benefit of a district school or the students at that school. (Education Code 51521)

A school-connected organization may consult with the principal to determine school needs and priorities.

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary. (Education Code 49011)

*Legal Reference: (see next page)*

## SCHOOL-CONNECTED ORGANIZATIONS (continued)

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex  
35160 Authority of governing boards  
38130-38138 Civic Center Act, use of school property for public purposes  
48931 Authorization for sale of food by student organization  
48932 Authorization for fund-raising activities by student organization  
49011 Student fees  
49431-49431.7 Nutritional standards  
51520 Prohibited solicitation on school premises  
51521 Fund-raising project

#### BUSINESS AND PROFESSIONS CODE

17510-17510.95 Solicitations for charitable purposes  
25608 Alcohol on school property; use in connection with instruction

#### GOVERNMENT CODE

12580-12599.7 Fundraisers for Charitable Purposes Act

#### PENAL CODE

319-329 Lottery, raffle

#### CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs  
15500 Food sales in elementary schools  
15501 Food sales in high schools and junior high schools  
15575-15578 Requirements for foods and beverages outside the federal meals program

#### CODE OF REGULATIONS, TITLE 11

300-312.1 Fundraising for charitable purposes

#### UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.11 Competitive food services

220.12 Competitive food services

#### COURT DECISIONS

Serrano v. Priest, (1976) 18 Cal. 3d 728

### *Management Resources:*

#### FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference

#### WEB SITES

CSBA: <http://www.csba.org>

California Office of the Attorney General, charitable trust registry: <http://caag.state.ca.us/charities>

California State PTA: <http://www.capta.org>

Fiscal Crisis and Management Assistance Team (FCMAT); <http://www.fcmat.org>



**Business and Noninstructional Operations**

BP 3311(a)

**BIDS**

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements regarding contracting after competitive bidding. (Public Contract Code 20116, 22033)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required, and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and

**BIDS** (continued)

the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

*Legal Reference:*EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act*  
 17250.10-17250.55 *Design-build contracts*  
 17406 *Lease-leaseback contract*  
 17595 *Purchase of supplies through Department of General Services*  
 17602 *Purchase of surplus property from federal agencies*  
 38083 *Purchase of perishable foodstuffs and seasonable commodities*  
 38110-38120 *Apparatus and supplies*  
 39802 *Transportation services*

CODE OF CIVIL PROCEDURE

446 *Verification of pleadings*

GOVERNMENT CODE

4217.10-4217.18 *Energy conservation contracts*  
 4330-4334 *Preference for California-made materials*  
 6252 *Definition of public record*  
 53060 *Special services and advice*  
 54201-54205 *Purchase of supplies and equipment by local agencies*

PUBLIC CONTRACT CODE

1102 *Emergencies*  
 2000-2002 *Responsive bidders*  
 3000-3010 *Roofing projects*  
 3400 *Bids, specifications by brand or trade name not permitted*  
 3410 *United States produce and processed foods*  
 6610 *Bid visits*  
 12200 *Definitions, recycled goods, materials and supplies*  
 20101-20103.7 *Public construction projects, requirements for bidding*  
 20103.8 *Award of contracts*  
 20107 *Bidder's security*  
 20110-20118.4 *Contracting by school districts*  
 20189 *Bidder's security, earthquake relief*  
 22002 *Definition of public project*  
 22030-22045 *Alternative procedures for public projects (UPCCAA)*  
 22050 *Alternative emergency procedures*  
 22152 *Recycled product procurement*

COURT DECISIONS

*McGee v. Balfour Beatty Construction, LLC, et al.* (4/12/16, No. B262850)  
*Davis v. Fresno Unified School District*, (2015) 237 Cal.App.4th 261  
*Los Angeles Unified School District v. Great American Insurance Co.*, (2010) 49 Cal.4th 739  
*Great West Contractors Inc. v. Irvine Unified School District*, (2010) 187 Cal.App.4th 1425  
*Marshall v. Pasadena Unified School District*, (2004) 119 Cal.App.4th 1241  
*Konica Business Machines v. Regents of the University of California*, (1988) 206 Cal.App.3d 449  
*City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court*, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 *Ops.Cal.Atty.Gen.* 1 (2006)

**BIDS (continued)**

*Legal Reference: (continued)*

*Management Resources:*

*CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION PUBLICATIONS*

*Cost Accounting Policies and Procedures Manual*

*Frequently Asked Questions*

*WEB SITES*

*CSBA: [http:// www.csba.org](http://www.csba.org)*

*California Association of School Business Officials: <http://www.casbo.org>*

*California Uniform Construction Cost Accounting Commission:*

*[http://www.sco.ca.gov/ard\\_cuccac.html](http://www.sco.ca.gov/ard_cuccac.html)*

**BIDS**

**Advertised/Competitive Bids**

The district shall advertise for competitive bids when any public project contract involves an expenditure of \$15,000 or more. *Public project* means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

The district shall also advertise for competitive bids when a contract exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs that are not a public project, including maintenance

*Maintenance* means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. *Maintenance* includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

**Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final

**BIDS (continued)**

plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)
2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
  - a. Cash
  - b. A cashier's check made payable to the district
  - c. A certified check made payable to the district
  - d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

**BIDS (continued)**

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.
8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
9. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.
10. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

**Prequalification Procedure**

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized proposal form which, when completed, shall indicate a bidder's statement of financial ability

**BIDS** (continued)

and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Education Code 17406, 17407; Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

**Award of Contract**

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

**BIDS (continued)**

2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with the section "Design-Build Contracts" below, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

**Protests by Bidders**

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

**Alternative Bid Procedures for Technological Supplies and Equipment**

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications



**BIDS** (continued)

equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

**BIDS** (continued)

**Design-Build Contracts**

When it is in the best interest of the district, the Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

The procurement process for design-build projects shall be as follows: (Education Code 17250.25)

1. The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to, the size, type, and desired design character of the project; performance specifications covering the quality of materials, equipment, workmanship, preliminary plans, or building layouts; or any other information deemed necessary to describe adequately the district's needs. The documents may include operations during a training or transition period, but shall not include long-term operations for a project. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.
2. The district shall prepare and issue a request for qualifications in order to prequalify or develop a short list of the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
  - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
  - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction experience, acceptable safety record, and all other non-price-related factors
  - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

The district also may identify specific types of subcontractors that must be included in the statement of qualification and proposal.

**BIDS** (continued)

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25)

3. The district shall prepare a request for proposals that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The request for proposals shall include the information identified in items #2a and 2b above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. For those projects utilizing best value as a selection method, the following procedures shall be used:
  - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
  - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
  - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.

**BIDS (continued)**

- d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

**Sole Sourcing**

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

**BIDS** (continued)**Bids Not Required**

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

**BIDS (continued)**

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

**Lease-Leaseback Contract**

Upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17406, 17407.5)

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. (Education Code 17406)

**Uniform Public Construction Cost Accounting Act**

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
  - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
  - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of

**BIDS** (continued)

bids. The notice shall be disseminated by mail, fax, or email to one or both of the following:

- (1) To all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due
  - (2) To all construction trade journals identified pursuant to Public Contract Code 22036
- c. The district shall review the informal bids and award the contract, except that:
- (1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate was reasonable.
  - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
- a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:
    - (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
    - (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to notice required above, the district may give such other notice as it deems proper.

**BIDS** (continued)

- b. The district shall award the contract as follows:
- (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
  - (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
  - (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair a facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, in accordance with the contracting procedures in Public Contract Code 22050. The work may be done by day labor under the direction of the Board and/or contractor. (Public Contract Code 22035)



**Business and Noninstructional Operations**

BP 3541.2(a)

**TRANSPORTATION FOR STUDENTS WITH DISABILITIES**

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

## **TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)**

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

### *Legal Reference:*

#### EDUCATION CODE

39807.5 *Payment of transportation cost*  
39839 *Guide dogs, signal dogs, and service dogs on bus*  
41850-41854 *Allowances for transportation*  
48300-48315 *Alternative interdistrict attendance program*  
48915.5 *Expulsion of students with exceptional needs*  
56040 *No cost for special education and related services*  
56195.8 *Adoption of policies*  
56327 *Assessment for special education and related services*  
56345 *Individualized education program*  
56365-56366.1 *Nonpublic nonsectarian schools or agencies*

#### CIVIL CODE

54.1-54.2 *Service animals*

#### CODE OF REGULATIONS, TITLE 5

15243 *Physically handicapped minors*  
15271 *Exclusion from report*

#### UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act*

#### UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

#### CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 *Definitions*

35.136 *Service animals*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 *Equal opportunity under the Rehabilitation Act of 1973, Section 504*

300.1-300.818 *Individuals with Disabilities Education Act, especially:*

300.34 *Transportation defined as related service*

#### CODE OF FEDERAL REGULATIONS, TITLE 49

571.222 *Federal requirements for bus securement systems*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

##### Special Education Transportation Guidelines

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, 2009

Questions and Answers on Serving Children with Disabilities Eligible for Transportation, 2009

#### WEB SITES

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

**Business and Noninstructional Operations**

BP 3580(a)

**DISTRICT RECORDS**

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

If the district discovers or is notified that a breach of security of district records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

**DISTRICT RECORDS** (continued)

**Safe at Home Program**

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

*Legal Reference:*

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journal

35250-35255 Records and reports

44031 Personnel file contents and inspection

49065 Reasonable charge for transcripts

49069 Absolute right to access

CIVIL CODE

1798.29 Breach of security involving personal information

CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act

2031.010-2031.060 Civil Discovery Act, scope of discovery demand

2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6252-6265 Inspection of public records

12946 Retention of employment applications and records for two years

PENAL CODE

11170 Retention of child abuse reports

CODE OF REGULATIONS, TITLE 5

430 Individual student records; definition

432 Varieties of student records

16020-16022 Records, general provisions

16023-16027 Retention of records

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy Act

*Management Resources:*

WEB SITES

California Secretary of State: <http://www.sos.ca.gov/safeathome>

**Classified Personnel**

AR 4217.11(a)

**PRERETIREMENT PART-TIME EMPLOYMENT**

When the Governing Board has adopted the reduced workload program, any classified employee may reduce his/her workload from full time to part time in accordance with applicable law, district regulations, and collective bargaining agreement.

When so authorized, any classified employee who is a member of the Public Employees' Retirement System may reduce his/her workload from full time to part time without losing retirement benefits, if all of the following conditions are met: (Education Code 45139)

1. The employee shall have reached the age of 55 prior to the workload reduction.
2. The employee shall have been employed full time in a classified position for at least 10 years, of which the immediately preceding five years were full-time employment.
3. During the period immediately preceding a request for reduction in workload, the employee shall have been employed full time in a classified position for a total of at least five years without a break in service.
4. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and the district.
5. The employee shall be paid a salary that is the pro rata share of the salary he/she would be earning had the employee not elected to exercise the option of part-time employment.
6. The employee shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time classified employee.
7. The minimum part-time employment shall be the equivalent of one-half of the number of hours of service required by the employee's contract during his/her final year of service in a full-time classified position.
8. The period of the part-time employment shall not exceed five years.
9. The period of part-time employment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday.

Prior to the reduction of an employee's workload, the Superintendent or designee shall verify the employee's eligibility for the reduced workload program. (Government Code 20905)

**PRERETIREMENT PART-TIME EMPLOYMENT** (continued)

The Superintendent or designee shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Government Code 20905)

The district may allow any classified employee who is not eligible for the reduction of workload pursuant to Education Code 45139 to reduce his/her workload from full time to part time after determining that it is in the best interest of the district. In any such case, the Board shall specify the terms and conditions under which the reduction in workload shall take place.

*Legal Reference:*

EDUCATION CODE

45139 *Reduced workload for classified employees*

GOVERNMENT CODE

20000-21703 *Public Employees' Retirement System, especially:*

20905 *Reduced workload program, classified employees*

53201 *Health and welfare benefits*

COURT DECISIONS

*Praiser v. Biggs Unified School District (2001) 87 Cal.App.4th 398*

*Management Resources:*

WEB SITES

*California Public Employees' Retirement System: <http://www.calpers.ca.gov>*

**Board Bylaws**

BB 9321(a)

**CLOSED SESSION PURPOSES AND AGENDAS**

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

**Personnel Matters**

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

The Board may also hold a closed session to hear complaints or charges brought against an employee by a his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title

**CLOSED SESSION PURPOSES AND AGENDAS (continued)**

of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

**Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a



**CLOSED SESSION PURPOSES AND AGENDAS (continued)**

specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

**Matters Related to Students**

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential information. Confidentiality will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

**Security Matters**

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

## **CLOSED SESSION PURPOSES AND AGENDAS (continued)**

### **Conference with Real Property Negotiator**

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

### **Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a))
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

**CLOSED SESSION PURPOSES AND AGENDAS (continued)**

*Existing facts and circumstances* for these purposes are limited to the following:  
(Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
  - b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.
  - c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.
  - d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
  - e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

**CLOSED SESSION PURPOSES AND AGENDAS (continued)**

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

**Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

**CLOSED SESSION PURPOSES AND AGENDAS (continued)****Review of Audit Report from California State Auditor's Office**

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

**Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

*Legal Reference:*EDUCATION CODE35145 *Public meetings*35146 *Closed session (re student suspension)*44929.21 *Districts with ADA of 250 or more*48912 *Governing board suspension*48918 *Rules governing expulsion procedures; hearings and notice*49070 *Challenging content of students records*60617 *Meetings of governing board*GOVERNMENT CODE3540-3549.3 *Educational Employment Relations Act*6252-6270 *California Public Records Act*54950-54963 *The Ralph M. Brown Act*COURT DECISIONS*Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860**Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672**Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87**Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876**Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363**Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41**San Diego Union v. City Council, (1983) 146 Cal.App.3d 947*ATTORNEY GENERAL OPINIONS94 *Ops.Cal.Atty.Gen. 82 (2011)*86 *Ops.Cal.Atty.Gen. 210 (2003)*

*Legal references con't.*

*78 Ops. Cal. Atty. Gen. 218 (1995)*  
*59 Ops. Cal. Atty. Gen. 532 (1976)*  
*57 Ops. Cal. Atty. Gen. 209 (1974)*

*Management Resources:*

CSBA PUBLICATIONS

*The Brown Act: School Boards and Open Meeting Laws, 2009*

ATTORNEY GENERAL PUBLICATIONS

*The Brown Act: Open Meetings for Legislative Bodies, 2003*

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

*Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010*

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

League of California Cities: <http://www.cacities.org>

**Board Bylaws**

BB 9222

**RESIGNATION**

A member of the Governing Board who wishes to resign from the Board shall file a written resignation with the County Superintendent of Schools. (Education Code 5090)

The resigning Board member shall also notify the Board and give a copy of his/her written resignation to the Board secretary.

The resignation shall become effective when filed with the County Superintendent, except when a deferred effective date is specified in the resignation. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

Once filed, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

A Board member who tenders his/her resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all the powers of the office, except that he/she shall not have the right to vote for his/her successor in an action taken by the Board to make a provisional appointment. (Education Code 5091, 35178)

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office. (Government Code 87302, 87500)

*Legal Reference:*EDUCATION CODE

5090-5095 Vacancies on the board

35178 Resignation with deferred effective date

GOVERNMENT CODE

1770 Vacancy on the board

87300-87313 Conflict of interest code

87500 Statement of economic interests

*Management Resources:*CSBA PUBLICATIONS*Filling a Board Vacancy, rev. December 2010*WEB SITESCSBA: <http://www.csba.org>

**Board Bylaws**

BB 9270(a)

**CONFLICT OF INTEREST**

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period



**CONFLICT OF INTEREST** (continued)

of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

**Conflict of Interest under the Political Reform Act**

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

**Additional Requirements for Boards that Manage Public Investments**

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

**CONFLICT OF INTEREST (continued)**

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

**Conflict of Interest under Government Code 1090 - Financial Interest in a Contract**

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and

necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

**Common Law Doctrine Against Conflict of Interest**

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

**CONFLICT OF INTEREST (continued)**

**Incompatible Offices and Activities**

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

**Gifts**

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

**CONFLICT OF INTEREST (continued)**

3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

**CONFLICT OF INTEREST (continued)****Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

*Legal Reference:*EDUCATION CODE1006 *Qualifications for holding office*35107 *School district employees*35230-35240 *Corrupt practices, especially:*35233 *Prohibitions applicable to members of governing boards*41000-41003 *Moneys received by school districts*41015 *Investments*FAMILY CODE297.5 *Rights, protections, and benefits of registered domestic partners*GOVERNMENT CODE1090-1099 *Prohibitions applicable to specified officers*1125-1129 *Incompatible activities*81000-91014 *Political Reform Act of 1974, especially:*82011 *Code reviewing body*82019 *Definition, designated employee*82028 *Definition, gift*82030 *Definition, income*82033 *Definition, interest in real property*82034 *Definition, investment*87100-87103.6 *General prohibitions*87200-87210 *Disclosure*87300-87313 *Conflict of interest code*87500 *Statements of economic interests*89501-89503 *Honoraria and gifts*89506 *Ethics; travel*91000-91014 *Enforcement*PENAL CODE85-88 *Bribes*

**CONFLICT OF INTEREST (continued)**

REVENUE AND TAXATION CODE

203 *Taxable and exempt property - colleges*

CODE OF REGULATIONS, TITLE 2

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*

18700-18707 *General prohibitions*

18722-18740 *Disclosure of interests*

18750.1-18756 *Conflict of interest codes*

COURT DECISIONS

*McGee v. Balfour Beatty Construction, LLC, et al.* (4/12/16, No. B262850)

*Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261

*Klistoff v. Superior Court*, (2007) 157 Cal.App.4th 469

*Thorpe v. Long Beach Community College District*, (2000) 83 Cal.App.4th 655

*Kunec v. Brea Redevelopment Agency*, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 *Ops. Cal. Atty. Gen.* 26 (2009)

92 *Ops. Cal. Atty. Gen.* 19 (2009)

89 *Ops. Cal. Atty. Gen.* 217 (2006)

86 *Ops. Cal. Atty. Gen.* 138 (2003)

85 *Ops. Cal. Atty. Gen.* 60 (2002)

82 *Ops. Cal. Atty. Gen.* 83 (1999)

81 *Ops. Cal. Atty. Gen.* 327 (1998)

80 *Ops. Cal. Atty. Gen.* 320 (1997)

69 *Ops. Cal. Atty. Gen.* 255 (1986)

68 *Ops. Cal. Atty. Gen.* 171 (1985)

65 *Ops. Cal. Atty. Gen.* 606 (1982)

63 *Ops. Cal. Atty. Gen.* 868 (1980)

*Management Resources:*

CSBA PUBLICATIONS

*Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010*

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

*Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005*

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

*Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009*

*Understanding the Basics of Public Service Ethics: Transparency Laws, 2009*

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

**CONFLICT OF INTEREST (continued)****Conflict of Interest Code of the  
School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

**APPENDIX****Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

**CONFLICT OF INTEREST (continued)**

3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

**Designated Positions**

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law





**Knights Ferry Elementary School District**

P.O. Box 840 – 12726 Dent Street – Knights Ferry, CA 95361

Phone (209) 881-3382 – Fax (209) 881-3525

Dr. Janet A. Skulina, Superintendent/Principal

www.knightsferry.k12.ca.us

**RESOLUTION 20162017005ADOPTING A  
CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Knights Ferry Elementary School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Knights Ferry Elementary School District has recently reviewed its positions, and the duties of each position, and has determined that no changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Knights Ferry Elementary School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 13 day of October, 2016 at a meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Attest:

---

Secretary/President

## SUPERINTENDENT/PRINCIPAL CONTRACT

### Knights Ferry Elementary School District

#### EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as of July 1, 2016 by and between the Knights Ferry Elementary School District, a public school district of the State of California ("District") and Janet A. Skulina, an individual (referred to herein as "Superintendent/Principal").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ the Superintendent/Principal as the Superintendent/Principal of the District, and the Superintendent/Principal desires to accept employment as the Superintendent/Principal of District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows:

#### **1. Term**

The term of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2019 unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

Should the Superintendent/Principal receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 4 years. An extension of the term of this agreement shall be approved at a regularly scheduled Board Meeting.

The District shall provide the Superintendent/Principal with at least 120 days written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided under Education Code 35031.

#### **2. Employment Duties and Obligations**

The Board hereby employs the Superintendent/Principal as the Superintendent/Principal of the District, and the Superintendent/Principal accepts employment as the Superintendent/Principal of the District. In said capacity, the Superintendent/Principal shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Superintendent/Principal (or Superintendent/Principal's designee) shall perform the following duties:

##### Responsible for Personnel

Subject to approval by the Board of the Superintendent/Principal's recommendations, the Superintendent/Principal shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff that in his/her judgment would best serve the District, and determine all personnel matters, including, without implied limitation, selection,

assignment, and transfer of employees.

Review all policies under consideration by the Board and make appropriate recommendations to the Board;

#### Professional Growth

Endeavor to maintain and improve the Superintendent/Principal's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities;

#### Credentials/Licenses

Obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill the Superintendent/Principal's obligations as the Superintendent/Principal of the District;

#### Board Liaison

Serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and make recommendations to the Board concerning those matters.

#### Attend All Board Meetings

The Superintendent/Principal shall attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees, and shall submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

#### Board Refer Complaints

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent/Principal for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

#### Board/Supt/Principal Facilitator

In addition to directing all complaints/criticisms/suggestions concerning the District or any of its personnel directly to the Superintendent/Principal as set forth above, the Board agrees that it shall work with the Superintendent/Principal in a spirit of cooperation and teamwork, and shall provide him/her with periodic opportunities to discuss Board/Superintendent/Principal relationships. Whenever it is deemed desirable by either a majority of the Governing Board, or by the Superintendent/Principal, an outside advisor will be mutually selected by the Board and the Superintendent/Principal, and shall be paid for by District, to facilitate discussion of the relationships of the Board and the Superintendent/Principal, in advancement of the best interests of District.

#### Assigned Other Duties

This is an agreement for the performance of professional services as Superintendent/Principal

of the District. In recognition of the purposes of this Agreement, the Superintendent/Principal shall not be assigned to any other position or have his/her duties assigned to others without the Superintendent/Principal's consent. No policy or bylaw of the District shall diminish the Superintendent/Principal's statutory or contractual authority. All duties assigned to the Superintendent/Principal by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent/Principal. The Superintendent/Principal shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Superintendent/Principal's position and necessary for the adequate performance of his/her duties. The Superintendent/Principal will be provided with the appropriate technology that will assist him/her in the performance of the Superintendent/Principal's job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, iPad, cellular telephone or other personal communication device, and internet access.

### **3. Obligations of District**

The District shall provide the Superintendent/Principal with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

#### **SALARY:**

#### **3.1 Salary**

District shall pay the Superintendent/Principal an annual salary of \$ 99,910. The Superintendent/Principal shall receive such annual increases in salary as may be agreed to by the Superintendent/Principal and the Board and also included in this agreement. The Board may agree to provide the Superintendent/Principal with additional increases in the Board's sole discretion.

#### **Percentage Increase**

The Superintendent/Principal shall receive each year of the Term of this Agreement a 3 % increase to the Superintendent/Principal's salary beginning July 1 of each school year. This increase shall be in addition to any other increases approved by the Board. This increase shall be based on the same percentage increase as found in the certificated teachers' salary schedule step increases.

#### **3.2 Work Days - Positive Work Year**

The Superintendent/Principal's work year shall be 210 days. The Superintendent/Principal may choose to work additional days each year of this agreement and be paid at his/her current daily rate with all necessary contributions being deducted. Any work days beyond these 210 shall only be with the approval of the board.

### **3.21 Sick Leave, Personal Leave and Disability**

The Superintendent/Principal will receive shall receive twelve working days of leave with full pay of absence for illness, injury, or personal necessity, exclusive of all days she is not required to render service to the District, and other leaves provided by education code. Sick leave is accumulative and transferable.

### **3.3 Expense Reimbursement**

The District shall reimburse the Superintendent/Principal for mileage used in the performance of necessary duties in accordance with board policy at the current government rate.

### **3.4 Health Benefits**

The Superintendent/Principal shall be provided with the same Health insurance benefit package as is provided to full time District certificated personnel. Should the Superintendent/Principal retire from the District after 20 years of service, the District agrees to provide her with the same retiree health benefit package provided to the District's certificated employees pursuant to Article 19.4 of the collective bargaining agreement between the District and the Knights Ferry Teachers Association as it read on September 8, 2016.

Should the Superintendent/Principal continue to be eligible for District provided health insurance benefits after the Superintendent/Principal is no longer employed by District, and if the Superintendent/Principal has moved from the geographical area where the District's then current health insurance providers offer coverage, the Superintendent/Principal shall obtain alternative comparable coverage to that which was in effect on the date of the Superintendent/Principal's retirement and the District shall contribute the sum as set forth in Article 19.4 towards these benefits.

### **3.5 Professional Association Dues/Conference Expenses**

District shall pay the Superintendent/Principal's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA). District shall reimburse the Superintendent/Principal for all reasonable expenses incurred by him/her in connection with District business. The District shall also pay on behalf of the Superintendent/Principal expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Superintendent/Principal's judgment relate to the benefit and welfare of the District.

### **3.6 Professional Growth Opportunities**

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Superintendent/Principal through his/her participation in: conferences and workshops. The district is willing to support the Superintendent/Principal's professional growth and will be responsible for the expenses involved in such activity.

## **4.0 Professional Development**

4.1 To support the Superintendent/Principal's success, the district will provide the

release time and related expenses for the Superintendent/Principal to participate in the following ACSA programs such as: Leading the Leaders, and the Superintendents' Symposium.

4.2 The operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations.

4.3 Seminars and courses offered by public or private educational or related institutions.

4.4 Informational meetings with other persons whose particular skills or experience serve to improve the capacity of the Superintendent/Principal to serve the district.

To attend or be involved in activities described in this section, the Board shall consider approval of a reasonable amount of release time as recommended by the Superintendent/Principal. District shall pay for the necessary expenses associated with such professional growth activities approved by the Board, including lodging and subsistence. National conferences, meetings and professional growth activities must be approved by the Board.

#### **5.0 Evaluation of the Superintendent/Principal**

The Board and the Superintendent/Principal shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be established in the first quarter of the school year, but no later than the October Board meeting.

#### **Schedule Board Meeting**

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent/Principal and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Superintendent/Principal. Such meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and the Superintendent/Principal shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent/Principal based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent/Principal in writing whether the Superintendent/Principal has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

#### **Majority of Board**

An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent/Principal's performance as satisfactory in individual evaluations prepared by such Board members.

#### **Deadline**

The Board will provide a formal evaluation of the Superintendent/Principal's performance at least once annually, no later than May 30 of each year.

### Mutually Agreed Format

The Board and the Superintendent/Principal shall agree upon a written evaluation format which shall be used during the Term.

### Unsatisfactory Evaluation

If the Board concludes that the Superintendent/Principal's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent/Principal that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

### Confidentiality

The Board, unless otherwise agreed to in writing with the Superintendent/Principal, shall maintain confidentiality concerning the contents of any evaluation.

## **6.0. Termination of Employment Contract**

**6.1 Credential.** This Agreement may be terminated for Superintendent/Principal's failure to maintain a valid California Administrative Credential.

**6.2 By Principal.** This Agreement may be terminated by the Superintendent/Principal by giving the District at least forty-five (45) days written notice.

**6.3 Mutual Agreement.** This Agreement may be terminated by mutual consent of the parties hereto, provided, however, that the party seeking termination shall provide no less than sixty (60) days written notice to the other party.

**6.4 Disability or Incapacity.** If the Superintendent/Principal is unable to perform the essential functions of his/her position, with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent/Principal. To assist the Board in making such a determination, the Board shall have the right to consult with medical health care professionals in assessing the disability of the Superintendent/Principal. The Superintendent/Principal agrees to fully cooperate and to execute medical waivers as necessary to facilitate the assessment process including undergoing such examinations as may be necessary to determine such disability or incapacity.

**6.5 Death of Superintendent/Principal.** This Agreement is automatically terminated upon the death of the Superintendent/Principal.

**6.6 Termination for Cause.** The Superintendent/Principal may be terminated by the Board at any time for cause. The term 'for cause' shall be limited to mean immoral conduct, theft, fraud, incompetence, gross negligence, embezzlement, other conduct constituting moral turpitude or unsatisfactory performance,. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent/Principal. The Superintendent/Principal shall then be entitled to a conference with the Board at which time the Superintendent/Principal, and his/her representative if one is selected by the Superintendent/Principal, shall be given a reasonable opportunity to address the Board regarding the proposed for cause termination. This conference with the Board shall be the Superintendent/Principal's exclusive right to any hearing otherwise required by law.

In the event Superintendent/Principal's employment is terminated for cause, no further payment shall be made to Superintendent/Principal under this Agreement which shall be deemed terminated.

**6.7 Early Termination.** The Board may, at any time and without cause or a hearing, terminate this Agreement. In consideration for exercise of this right, the District shall pay to Superintendent/Principal for the remainder of the unexpired term of this contract, or 12 months whichever is less, a sum equal to the salary in effect at the time of the exercise. The Superintendent/Principal may elect to take the lump sum payment or in monthly installments, which election shall be made in writing within ten (10) business days of such termination. Otherwise, the payment shall be a lump sum payment. The term "salary" shall mean a salary as defined in section 3.1.

The parties agree that damages to the Superintendent/Principal, which may result from the Board's early termination of this Agreement, cannot be readily ascertained. Accordingly, the parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Superintendent/Principal, fully compensates the Superintendent/Principal for all torts, contract and other damages, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent/Principal's sole remedy to the fullest extent provided by law. The parties agree that this provision is intended to meet the requirements governing cash settlements as set forth in Government Code sections 53260, et. seq.

**7.0 Conflict of Laws**

This Agreement shall be governed by the laws of the State of California.

**8.0 Severability**

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

**9.0 Modification**

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

**10.0 Construction of Agreement**

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

**11.0 Indemnity**

In accordance with the provisions of Government Code §825 and 995, the District shall defend



the Superintendent/Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Principal in Superintendent/Principal's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent/Principal was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent/Principal will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent/Principal.

**12.0 AB 1344 Requirements**

**12.1** This agreement does not provide for any paid leave of absence or for payment of a legal defense if the Superintendent/Principal is charged by criminal complaint, information, or indictment for commission of any crime. If the Superintendent/Principal is otherwise granted a paid leave of absence and/or provided a legal defense by the District on any other basis and is later convicted of a crime involving abuse of office or position, Superintendent/Principal shall reimburse the District for all salary paid during such leave and also reimburse the District for any costs of legal defense. (Gov. Code, §§ 53243, 53243.1, 53243.3.)

**12.2** If the Superintendent/Principal is convicted of any crime involving abuse of his/his position, the Superintendent/Principal shall reimburse the District for the full amount of any cash settlement provided by the Board as part of a termination agreement. (Gov. Code, §§ 53243.2, 53243.4.)

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_ DISTRICT

By:

By:

Dated:

\_\_\_\_\_  
(Print Name), Superintendent/Principal