

Pacific SD

Administrative Regulation

Payment For Goods And Services

AR 3314

Business and Noninstructional Operations

Payment for Construction Contracts

Various provisions of the Public Contract Code govern how payments are made when public entities, including school districts, receive goods and services provided by contractors. Specifically, Public Contract Code 9203 requires the Governing Board to approve the process to be used when the district is to pay for any contract involving the creation, construction, alteration, repair, or improvement of any public structure, building, or facility which costs over \$5,000. In addition, Public Contract Code 7107 and, as added by SB 293 (Ch. 700, Statutes of 2011), Public Contract Code 7201 prescribe the rules that a district must follow to withhold contract payments.

Payment on any contract for the creation, construction, alteration, repair, or improvement of any district property or facility or other public works project shall be made in accordance with the estimates, process, and/or schedule approved by the Governing Board.

As necessary, the Superintendent or designee may make progress payments as actual work is completed or materials are delivered. When a payment request is properly submitted by a contractor, any undisputed portion of the payment request shall be paid within 30 days. If the Superintendent or designee determines any payment request to be improper, he/she shall return the payment request to the contractor with a written statement of reasons why the request is not proper. (Public Contract Code 9203, 20104.50)

(cf. 3312 - Contracts)

The district may withhold up to five percent of the proceeds due to the contractor until completion and acceptance of the project. (Public Contract Code 7201)

The proceeds to be withheld by the district may exceed five percent when the Board has made a finding, prior to the bid and during a properly noticed and regularly scheduled public meeting, that the project is substantially complex and requires a higher retention amount than five percent. In such cases, the Board's finding shall include a description of the specific project and why it is a unique project that is not regularly, customarily, or routinely performed by the district or licensed contractors. The bid documents shall include details explaining the basis

for the finding and the actual amount to be withheld. (Public Contract Code 7201)

(cf. 3311 - Bids)

(cf. 9320 - Meetings and Notices)

(cf. 9324 - Minutes and Recordings)

At any time after 50 percent of the work has been completed, the Board may release the withheld proceeds if it finds that satisfactory progress is being made. (Public Contract Code 9203)

Proceeds withheld by the district from payments to contractors for public works contracts shall be released within 60 days after the construction or improvement is completed. In the event of a dispute between the district and the contractor, the district may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. (Public Contract Code 7107)

approved:	October 15, 2009	Davenport, California
revised:	October, 2016	Davenport, California

Pacific SD

Administrative Regulation

Interdistrict Attendance

AR 5117
Students

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code [48900\(r\)](#). Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code [46600](#))

(cf. [5131.2](#) - Bullying)

Any existing entrance criteria for specialized schools or programs shall be uniformly applied to all applicants. (Education Code [48305](#))

2. To meet the child care needs of a student. Such a student may be allowed to continue to attend district schools only as long as they continue to use a child care provider within district boundaries.

3. To meet a child's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel

(cf. 6159 - Individualized Education Program)

4. When a student has been attending the Pacific Preschool program during the prior year(s).

5. When a student has a sibling(s) attending school in the receiving district, to avoid splitting the family's attendance

6. To allow a student to complete a school year when his/her parents/guardians have moved out of the district during that year

7. When the parent/guardian provides written evidence that the family will be moving to the district within that school year and would like the student to start the year in the district (evidence may include rental agreements, utility bills, mortgage statements, property tax statements)

8. When recommended by the School Attendance Review Board or by county child welfare,

probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence

9. When there is valid interest in a particular educational program not offered in the district of residence

10. To provide a change in school environment for reasons of personal and social adjustment

Every interdistrict attendance agreement shall stipulate the terms and conditions under which the agreement may be revoked. (Education Code 46600)

The Superintendent/Principal or designee may deny initial requests for interdistrict attendance permits if school facilities are overcrowded at the relevant grade level or based on other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code [46601](#). (Education Code [46601](#))

(cf. [5145.6](#) - Parental Notifications)

Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code [46603](#))

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Superintendent/Principal may deny or revoke an Interdistrict Attendance Agreement for any of the following reasons:

1. The transfer into the district would require the district to create a new program to serve that student. (Education Code 48303)

2. The student has a history of unsatisfactory attendance or fails to regularly attend Pacific School.

3. The student has a history of suspension or expulsion or disciplinary incidents that have persisted despite corrective efforts.

4. Behavior of the student fails to comply with school rules and regulations.

5. The student fails to maintain satisfactory academic progress while at Pacific School.
6. Class sizes exceed limitations as determined by the Board of Trustees.
 - a. Enrollment in the Kindergarten through third grades shall be determined by current Class Size Reduction guidelines. The Board reserves the right to ensure sufficient space in the K-3 program by establishing an average maximum of 24 students per classroom, TK-Grade 4.
 - b. All classrooms, both Independent Study and 5-day, will be limited to an absolute maximum of 28 students at all times.
 - c. The number of students in the Independent Study program shall not exceed the number allowable for apportionment. Specifically, the ratio of student average daily attendance to teacher full time equivalents in Independent Study must be less than the same ratio in the 5-day program.
7. Material information on the application or supporting documentation has been falsified or omitted.
8. The application is incomplete.
9. The parent/guardian is repeatedly inaccessible for purposes of receiving notices, obtaining consent, or communicating with district personnel as necessary, appropriate, or required by law.
10. The parent/guardian fails to comply with applicable policies and regulations of the district.
11. There is a change in qualifying circumstances.
12. The student has failed to take any examination that he/she is required to take by State or Federal law, or by district policy.

Transportation

Transportation will not be provided by district either for students leaving the district on an interdistrict transfer or for students coming to this district on an interdistrict transfer. The district does not provide home to school transportation or transportation assistance to district students, therefore, the district shall not provide transportation or transportation assistance to students admitted under an interdistrict attendance agreement.

Regulation PACIFIC SCHOOL DISTRICT
approved: October 15, 2009 Davenport, California
revised: October 18, 2016

Pacific Elementary School District

Meeting of the Board of Trustees
Thursday, November 17, 2016 @ 4:00 PM
Pacific Elementary School, Davenport, CA

Pacific School Mission Statement

Pacific School's mission is to prepare children for life through experiential learning that addresses the needs of the whole child. We create a safe and secure school environment that promotes social and academic growth and develops an enthusiasm for learning, a positive self-image, and cross-cultural understanding.

All persons are encouraged to attend and, where appropriate, to participate in, meetings of the Pacific School Board of Trustees. Persons wishing to address the Board are asked to state their names for the record. Consideration of all matters is conducted in open session except for those relating to litigation, personnel, and employee negotiations, which, by law, may be considered in executive (closed) session.

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please provide a written request to: Eric Gross, Superintendent/Principal at the Pacific School District Office at least three working days prior to any public meeting.

Board Meeting Agenda

1. OPENING PROCEDURES FOR OPEN SESSION

- 1.1. Call to Order
- 1.2. Roll Call & Establishment of Quorum
 - 1.2.1. Gwyan Rhabyt, Board President
 - 1.2.2. Don Croll, Board Trustee
 - 1.2.3. Leanne Salandro, Board Trustee
- 1.3. Approval of the agenda for October 20th, 2016
 - 1.3.1. Agenda deletions, additions, or changes of sequence

2. PUBLIC COMMENTS

- 2.1. For items not on the agenda, this is an opportunity for the public to address the board directly related to school business. The Board President may allot time to those wishing to speak, but no action will be taken on matters presented (EC §35145.5).
- 2.2. For items on the agenda, the public will have the opportunity to speak at the time the agenda item is discussed. Please address the Board President.

3. REPORTS

- 3.1. Superintendent Report
- 3.2. Citizens Oversight Committee (Measure M Bond)
- 3.3. Board Member Reports
- 3.4. School Site Council Report
- 3.5. Parents Club Report

4. **CONSENT AGENDA:** These matters may be passed by one roll call motion. Board Members may remove items from the agenda for a separate discussion and vote.
 - 4.1. Approval of Minutes of the Board Meetings on September 29th, 2016
 - 4.2. Approval of Warrant Registers
 - 4.3. Resignation of Kesha Payne, SCIA
5. **PUBLIC HEARINGS**
6. **BOARD RESOLUTIONS**
7. **ITEMS TO BE TRANSACTED AND/OR DISCUSSED**
 - 7.1. Facilities
 - 7.1.1. Proposition 51 – Ralph Le Roux from MADI will present on next steps for developing a Facilities Master Plan and accessing state funds made available through Proposition 51.
 - 7.1.2. Proposition 39 – Staff will provide an update on Prop 39 projects and funds available to the district
 - 7.1.3. County Grant – Staff will report on a grant awarded from Santa Cruz County to PESD to improve water efficiency.
 - 7.2. Immunizations – Staff will update the board on immunizations for Kindergarten students
 - 7.3. Staff discounts for fee-based programs – The board will consider options for offering discounts to different categories of staff for the programs that are offered on campus that charge usage fees, such as Recreation, After-Care, Chorus, Lunch, and Preschool.
 - 7.4. Approval of Board Policies, Administrative Regulations, Board Bylaws, & Exhibits
 - 7.4.1. BP 2121 Superintendent Contract
 - 7.4.2. BP 2140 Superintendent Evaluation
 - 7.4.3. BP 2210 Administrative Discretion Regarding Board Policy
 - 7.4.4. AR 3314 Payment for Goods & Services
 - 7.4.5. BP & AR 5117 Interdistrict Attendance
8. **SCHEDULE OF COMING EVENTS**
 - 8.1. Next Regular Board Meeting: December 15th, 2016
9. **CLOSED SESSION**
10. **REPORT OF ACTIONS TAKEN IN CLOSED SESSION**
11. **ADJOURNMENT**

If requested, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by section 202 of the Americans with Disabilities Act (42 U.S.C. section 12132) and the federal rules and regulations implementing the Act. Individuals requesting a disability-related modification or accommodation may contact the District Office.

The board book for this meeting, including this agenda and any back-up materials, may be viewed or downloaded online: <http://www.pacificesd.org/governance.html> or may be viewed at the school: 50 Ocean St. Davenport CA 95017.

Translation Requests: Spanish language translation is available on an as-needed basis.

Solicitudes de Traducción: Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva.

11.1.1.1. Saved \$566 on electric bill in last 3 months compared to last year.

11.1.1.2. Allocated an additional \$100,992 to add to our remaining \$30,345

11.1.2. Grant of \$5,000 paid for plumbing fixtures, we paid \$x for labor to install water efficient toilets & faucets.

Pacific SD

Board Policy

Superintendent's Contract

BP 2121
Administration

In approving employment contracts with the Superintendent/Principal, the Board of Trustees wishes to encourage the Superintendent/Principal's long-term commitment to the district and community while carefully considering the financial and legal implications of the contract in order to protect the district from any potentially adverse obligations.

(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)

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.

(cf. [0200](#) - Goals for the School District)

(cf. [2120](#) - Superintendent Recruitment and Selection)

(cf. [4312.1](#) - Contracts)

(cf. [9000](#) - Role of the Board)

The Board shall designate a representative to negotiate with the Superintendent/Principal on its behalf and shall consult legal counsel to draft the contract document. This review 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*
- (cf. [4154/4254/4354](#) - Health and Welfare Benefits)

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. [3350](#) - Travel Expenses)

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.

(cf. [4040](#) - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. [4161/4261/4361](#) - Leaves)

(cf. [4161.1/4361.1](#) - Personal Illness/Injury Leave)

(cf. [4161.2/4261.2/4361.2](#) - Personal Leaves)

(cf. [4161.5/4261.5/4361.5](#) - Military Leave)

(cf. [4161.8/4261.8/4361.8](#) - Family Care and Medical Leave)

6. General duties and responsibilities of the position

(cf. [2110](#) - Superintendent Responsibilities and Duties)

7. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. [2140](#) - 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

Pursuant to Education Code [35031](#), the Governing Board must notify the Superintendent at least 45 days in advance if it decides to not reemploy him/her. If the Board fails to provide the required prior written notice, the Superintendent shall be deemed reemployed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation.

(cf. [4112.9/4212.9/4312.9](#) - Employee Notifications)

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 shall deliberate in closed session about the terms of the contract.
(Government Code 54957)~~

~~(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)~~

*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.

(cf. [9320](#) - Meetings and Notices)

(cf. [9321](#) - Closed Session Purposes and Agendas)

(cf. [9321.1](#) - Closed Session Actions and Reports)

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

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall ~~ratify~~ *take final action on* the Superintendent/Principal'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)

(cf. [1340](#) - Access to District Records)

(cf. [3580](#) - District Records)

~~The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination~~

~~of the contract. The contract should also include general responsibilities and duties of the Superintendent/Principal.~~

~~(cf. 2110 - Superintendent Responsibilities and Duties)~~

~~The term of the contract shall be for no more than four years. (Education Code 35031)~~

~~During the term of the contract, the Board may reemploy the Superintendent/Principal on those terms and conditions mutually agreed upon by the Board and Superintendent/Principal. (Education Code 35031)~~

The Superintendent/Principal's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent/Principal's performance.

(cf. 2140 - Evaluation of the Superintendent)

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.

(cf. [4117.5/4217.5/4317.5](#) - Termination Agreements)

In the event that the Board determines not to reemploy the Superintendent/Principal, the Board shall provide written notice to the Superintendent/Principal at least 45 days in advance of the expiration of the term of the contract. (Education Code 35031)

~~The Superintendent/Principal's contract shall include a provision specifying the maximum cash settlement that the Superintendent/Principal may receive upon termination of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be no more than the Superintendent/Principal's monthly salary multiplied by 18. The cash settlement shall not include any noncash items other than health benefits, which may be continued for the unexpired term of the contract up to 18 months or until the Superintendent/Principal finds other employment, whichever occurs first. (Government Code 53260, 53261)~~

~~(cf. 4117.5/4217.5/4317.5 - Termination Agreements)~~

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

Proposed Update

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](#))

~~If the Board terminates the Superintendent/Principal's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge. (Government Code 53260)~~

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

Proposed Update

[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/>

EDUCATION CODE

~~35031 Term of employment~~

~~41325-41329.3 Conditions of emergency apportionment~~

GOVERNMENT CODE

~~53260-53264 Employment contracts~~

~~54954 Time and place of regular meetings~~

~~54957 Closed session personnel matters~~

~~54957.1 Closed session, public report of action taken~~

Management Resources:

CSBA PUBLICATIONS

~~Maximizing School Board Governance: Superintendent Selection and Employment, 2004~~

WEB SITES

~~CSBA, Single District Governance Services: <http://www.csba.org>~~

Proposed Update

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

Policy PACIFIC SCHOOL DISTRICT

adopted: October 15, 2009 Davenport, California

revised: XXXX Davenport, California

Pacific SD

Board Policy

Evaluation Of The Superintendent

BP 2140
Administration

~~The Board of Trustees shall annually conduct a formal evaluation of the Superintendent/Principal's performance in order to assess his/her effectiveness in leading the district toward established goals. The Board and Superintendent/Principal shall establish an appropriate schedule for the annual evaluation process.~~

~~(cf. 0000 – Vision)~~
~~(cf. 2121 – Superintendent Contract)~~
~~(cf. 9000 – Role of the Board)~~

The Governing Board recognizes that, in order to effectively fulfill its responsibilities for setting direction, ensuring accountability, and providing community leadership for the district, it must adopt measures for holding the Superintendent accountable. At a minimum, the Board shall annually conduct a formal evaluation of the Superintendent's performance to assess his/her effectiveness in leading the district toward established goals. In addition, the evaluation process may include opportunities during the year for review of the Superintendent's progress toward meeting the goals. The evaluation shall be in accordance with the provisions of the Superintendent's contract and any applicable Board policy.

(cf. [0000](#) - Vision)
(cf. [2121](#) - Superintendent's Contract)
(cf. [9000](#) - Role of the Board)
(cf. [9005](#) - Governance Standards)

Evaluation criteria shall be agreed upon by the Board and Superintendent prior to the evaluation and shall include, but not be limited to, district goals and success indicators; educational, management, and community leadership skills; and the Superintendent's professional relationship with the Board.

(cf. [2110](#) - Superintendent Responsibilities and Duties)
(cf. [2111](#) - Superintendent Governance Standards)

Evaluation criteria shall be based on district goals and success indicators agreed upon by the Board and Superintendent/Principal prior to the evaluation. The evaluation shall provide commendations in areas of strength, provide recommendations for improving effectiveness, and serve as a basis for making decisions about salary increases and/or contract extension.

(cf. 2110 - Superintendent Responsibilities and Duties)

~~The Board and Superintendent/Principal shall annually consider what evaluation method(s) will best serve the district and agree on the specific written instrument to be used.~~

The Board and Superintendent shall jointly determine the evaluation method(s) and schedule that will best serve the district and the structure and format of the instrument to be used.

Prior to the evaluation, the Superintendent/Principal shall be responsible for preparing and distributing to the Board for its review a report of progress toward district goals, the Superintendent/Principal's self-appraisal of accomplishments and performance, and a review of action taken to address any Board recommendations from the previous evaluation. The Board shall also review the Superintendent/Principal's current contract and any relevant Board policies.

Each Board member shall independently evaluate the Superintendent's performance. *Based on these individual evaluations, the Board president shall produce a document that summarizes the individual evaluations. The Board shall then take action on this document and present it to the Superintendent for his/her response.*

The evaluation shall provide commendations in areas of strength and achievement, provide recommendations for improving effectiveness in areas of concern and unsatisfactory performance, and serve as a basis for making decisions about salary increase and/or contract extension.

The Board shall meet in closed session with the Superintendent to discuss the evaluation. (Government Code [54957](#))

(cf. [9321](#) - Closed Session Purposes and Agendas)

(cf. [9321.1](#) - Closed Session Actions and Reports)

The Superintendent shall have an opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional evidence of his/her performance or district progress.

After the Board and Superintendent have discussed the evaluation, the Board president and Superintendent shall sign the evaluation and it shall be placed in the Superintendent's personnel file.

~~The Board president and Superintendent/Principal shall sign the evaluation as evidence that the evaluation has been discussed. The Superintendent/Principal shall place the evaluation in his/her personnel file.~~

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

At the open session after the Superintendent's evaluation or at a subsequent meeting, the Board and Superintendent shall jointly identify performance goals for the next year.

(cf. [9400](#) - Board Self-Evaluation)

~~The Board shall determine who will summarize and combine the individual evaluations to create a consensus document and how that consensus document will be formatted. The evaluation shall be a composite of individual Board members' opinions, but there shall be only one final evaluation representing the Board's collective judgment. This final evaluation shall be provided to the Superintendent/Principal for his/her response.~~

~~After each evaluation has been completed, the Board shall meet in open session to give the Board and Superintendent/Principal an opportunity to jointly identify performance goals for the next year.~~

(cf. 2111 - Superintendent Governance Standards)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

Legal Reference:

Legal Reference:

GOVERNMENT CODE

[53262](#) Employment contracts, superintendent

[54957](#) Closed session, personnel matters

COURT DECISIONS

Duval v. Board of Trustees, (2001) 93 Cal.App.4th 902

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Superintendent Evaluation, 2006

WEB SITES

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

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

~~GOVERNMENT CODE~~

~~54957 Closed session, personnel matters~~

~~Management Resources:~~

~~CSBA PUBLICATIONS~~

~~Maximizing School Board Governance: Superintendent Evaluation, 2004~~

~~WEB SITES~~

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

~~CSBA, Single District Governance Services: <http://www.csba.org>~~

Policy PACIFIC SCHOOL DISTRICT

adopted: October 15, 2009 Davenport, California

revised: xxxx Davenport, California

Pacific SD

Board Policy

Administrative Discretion Regarding Board Policy

BP 2210

Administration

The Governing Board desires to be proactive in communicating its philosophy, priorities, and expectations for the district; clarifying the roles and responsibilities of the Board, Superintendent, and other senior administrators; and setting direction for the district through written policies. However, the Board recognizes that, in the course of operating district schools or implementing district programs, situations may arise which may not be addressed in written policies.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

In any situation in which immediate action is needed to avoid any risk to the safety or security of district students, staff, or property or disruption to student learning, the Superintendent or designee shall have the authority to act on behalf of the district.

As necessary, the Superintendent or designee shall consult with other district staff and/or legal counsel, regarding the exercise of this authority.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.5 - Emergency Schedules)

The Superintendent or designee shall notify the Board as soon as practicable after he/she exercises this authority. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

TOTAL REWRITE

Legal Reference:

EDUCATION CODE

35010 Control of district, prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35161 Powers and duties; authority to delegate

35163 Official actions, minutes and journal

Management Resources:

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, Policy Brief,

November 2013

WEB SITES

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

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

Adopted: October 15, 2009 Davenport, California

Revised: XXXX Davenport, California

Pacific SD

Board Policy

Interdistrict Attendance

BP 5117
Students

The Board of Trustees recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.

(cf. 5116.1 - Intradistrict Open Enrollment)

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code [46600](#))

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code [46600](#))

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

The interdistrict attendance agreement shall not exceed a term of five years and shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied. (Education Code 46600) The agreement shall require a renewal for each school year.

Pacific School currently maintains a regular elementary school classroom program ("Regular Classroom Program") and a separate Independent Study Program. Applications for an interdistrict transfer should specify which program the student is applying for. If both, the student should specify a preference between the two.

The parent/guardian of a student who is denied an Interdistrict Transfer Request pursuant to Education Code Section 46600-46611 shall receive timely written notice regarding their right to appeal the denial to the County Board of Education. This notice shall be provided but the district denying the request, or, in absence of an agreement between the districts, by the district of residence.

Transportation

The district shall not provide transportation beyond any school attendance area. If available and upon request, the Superintendent or designee may authorize transportation for interdistrict transfer students to and from designated bus stops within the attendance area if space is available.

Limits on Student Transfers Out of the District to a School District of Choice

The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code [48307](#).

In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code [48307](#))

(cf. [3100](#) - Budget)

(cf. [3460](#) - Financial Reports and Accountability)

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district to a school district of choice, if the other school district approves the application for transfer. (Education Code [48301](#))

(cf. [6173.2](#) - Education of Children of Military Families)

Legal Reference:

EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Regional occupational center/program, enrollment of students, interdistrict attendance

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

CSBA PUBLICATIONS

Transfer Law Comparison, Fact Sheet, March 2011

WEB SITES

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

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

Policy	PACIFIC SCHOOL DISTRICT
adopted:	Davenport, California
revised:	October 18, 2016

[Revise Your Submitted Report](#)[Print Report](#)

SCHOOL INFORMATION

Name: PACIFIC ELEMENTARY
School code: 6049621
Type: PUBLIC
Public School District: PACIFIC ELEMENTARY
County: SANTA CRUZ
Administrator/Principal: ERIC GROSS
School Email: egross@pacificesd.org
Physical Address: 50 OCEAN STREET, DAVENPORT, 95017

SCHOOL STAFF MEMBER COMPLETING THIS FORM

Name: MOLLY TIERNEY
Email: MTIERNEY@PACIFICESD.ORG
Phone Number: 831-425-7002
Report Submitted Date: 11/4/2016 9:50:18 AM
Report Revised Date: 11/4/2016 9:50:18 AM

DESIGNATED SCHOOL CONTACT

Name: MOLLY TIERNEY
Email: MTIERNEY@PACIFICESD.ORG
Phone Number: 831-425-7002

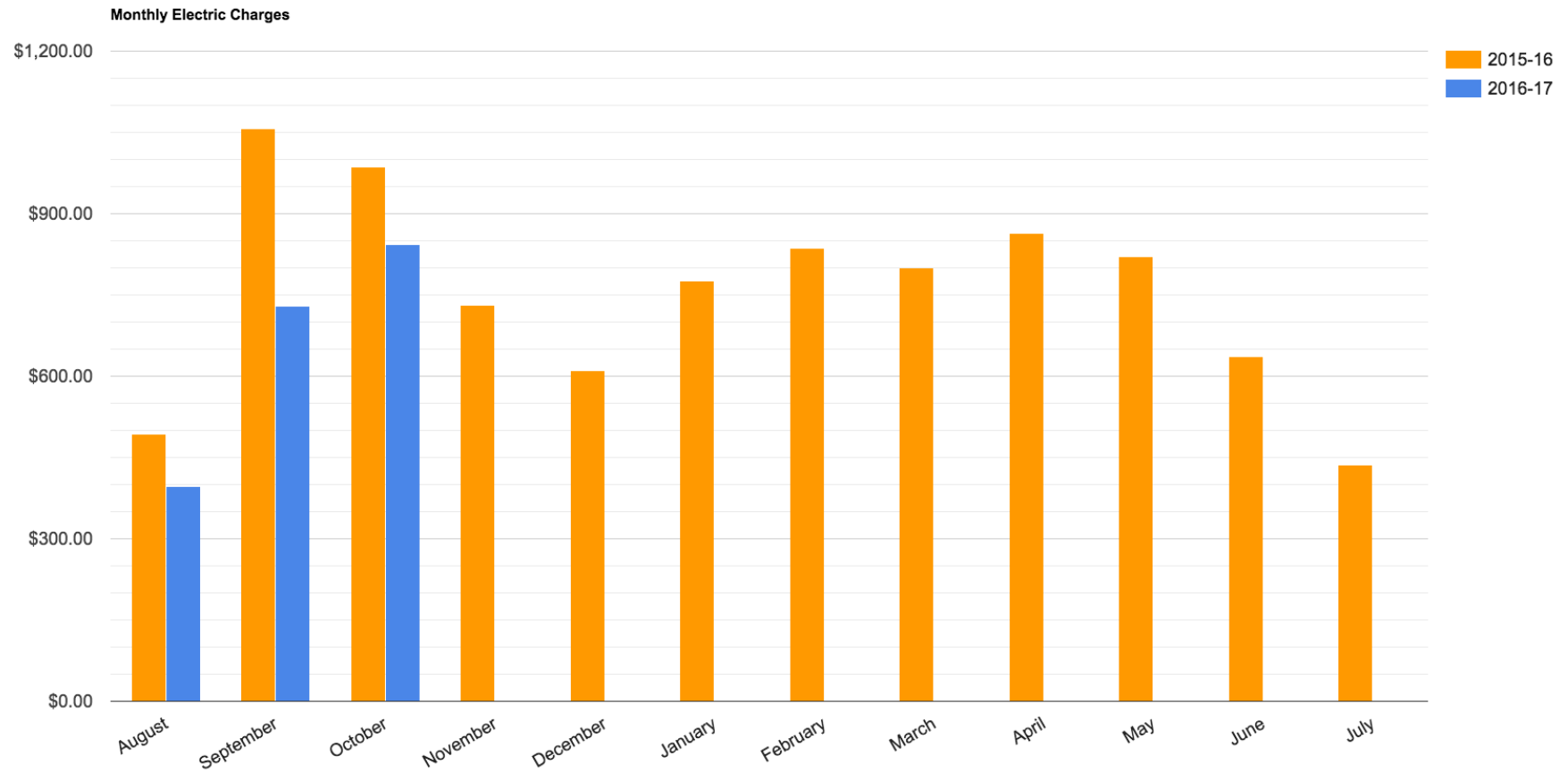
**Total Number of
Kindergarteners:**

Account for each student in **one** of the categories below.

Requirements MetAll required immunizations A **Requirements Met, But Missing Doses**Personal Belief Exemption E *From TK*Permanent Medical Exemption C Others: IEP Services F1 Independent Study F2 Home-based Private School F3 Conditional Entrant B *Not including Temporary Medical Exemptions*Temporary Medical Exemption D Overdue Doses G *Previously Known as Enrolled But Not Attending***TOTAL** **Missing Doses By Vaccine** Students that are missing doses.

Please indicate the total number of students missing each vaccines:

Polio Hep B DTP Varicella MMR For questions about assessment, contact your [local health department](#) or email SchoolAssessments@cdph.ca.gov*Session will automatically time out in 20 minutes.**You are required to submit this report in accordance with California Health and Safety Code section 120375 and California Code of Regulation section 6075.*



Payables Prelist**11.04.2016 ()****PSD****Check**

266 - Adam Chan		
PO 17-00320-tutoring	01-6500-0-5770-1190-5808-200-1304	\$950.00
		\$950.00
191 - Alexis Party Rental		
PO 17-00318-Farm 2 Table	13-9055-0-0000-3700-4300-200-9055	\$1,081.09
		\$1,081.09
79 - Terra Barsanti		
PO 17-00310-reimbursement	01-0000-0-1113-1000-4300-207-1103	\$123.69
		\$123.69
265 - County Clerk, Santa Cruz County		
PO 17-00300-election fee	01-0000-0-0000-7200-5802-200-2801	\$75.00
		\$75.00
79 - Lerner, Joan		
PO 17-00312-Therapy fees	01-6500-0-5770-3140-5808-200-1304	\$1,777.60
		\$1,777.60
66 - Emelia Miguel		
PO 17-00306-reimbursement	13-5310-0-0000-3700-4700-200-3101	\$68.00
PO 17-00306-reimbursement	13-9055-0-0000-3700-4300-200-9055	\$47.00
		\$115.00
164 - PACIFIC GAS & ELECTRIC COMPANY		
PO 17-00316-October service	01-0000-0-0000-8100-5511-200-2801	\$962.97
PO 17-00316-October service	12-9010-0-8500-8100-5511-200-3020	\$71.60
		\$1,034.57
166 - PALACE ART & STATIONERY		
PO 17-00304-October Statement	01-1100-0-1110-1000-4300-202-3000	\$32.46
PO 17-00304-October Statement	01-1100-0-1110-1000-4300-203-3000	\$88.17
PO 17-00304-October Statement	01-0000-0-1113-1000-4300-206-1103	\$18.34
PO 17-00304-October Statement	01-1400-0-1110-1000-4300-200-2801	\$319.00
PO 17-00304-October Statement	01-0000-0-0000-2700-4350-200-2801	\$5.15
PO 17-00304-October Statement	01-0000-0-8100-5100-4300-200-3010	\$64.31
		\$527.43
22 - PERFORMANCE FOOD SERVICE		
PO 17-00302-October Statement	13-5310-0-0000-3700-4700-200-3101	\$1,542.81
PO 17-00302-October Statement	13-5310-0-0000-3700-4390-200-3101	\$147.51
PO 17-00302-October Statement	01-0000-0-0000-8100-4370-200-2801	\$446.37
PO 17-00302-October Statement	13-9055-0-0000-3700-4300-200-9055	\$295.91
		\$2,432.60
64 - Stacey Reynolds		
PO 17-00308-reimbursement	12-9010-0-8500-1000-4300-200-3020	\$56.99
		\$56.99
55 - ROBERTSON & ASSOC. CPAS INC		
PO 17-00314-Progress bill	01-0000-0-0000-7191-5809-200-2801	\$1,939.50
		\$1,939.50
82 - SISC - SELF-INSURED SCHOOLS		
PO 17-00298-November	01-0000-0-0000-0000-9514-000-0000	\$9,131.04
PO 17-00298-November	12-0000-0-0000-0000-9514-000-0000	\$1,850.00

Payables Prelist**11.04.2016 ()****PSD**

PO 17-00298-November

13-0000-0-0000-0000-9514-000-0000

\$462.50

\$11,443.54**Payment Type Check Total****\$21,557.01**

Payables Prelist**11.04.2016 ()****PSD**

Grand Total : **\$21,557.01****Amount**

Fund 01 \$15,933.60

Fund 12 \$1,978.59

Fund 13 \$3,644.82

Grand Total : **\$21,557.01**-----
PRESIDENT-----
SECRETARY

PREPARED BY: _____ DATE: _____

REVIEWED BY: _____ DATE: _____

Payables Prelist**11.9.16 ()****PSD****Check**

252 - Abacherli Fence Company		
PO 17-00338-Retainage	21-9716-0-0000-8500-6200-200-9003	\$798.00
		\$798.00
251 - Bogard Construction		
PO 17-00336-Bond measure M upgrades	21-9716-0-0000-8500-5800-200-9003	\$21,354.38
		\$21,354.38
255 - Central Coast System		
PO 17-00324-Fall billing	01-0000-0-0000-8100-5563-200-2801	\$105.00
		\$105.00
242 - Coastwide Environmental Technologies, Inc.		
PO 17-00344-final payment	21-9716-0-0000-8500-6200-200-9003	\$2,195.00
		\$2,195.00
168 - Department of Justice		
PO 17-00332-11.2.16	01-0000-0-0000-2700-5800-200-2801	\$49.00
		\$49.00
238 - Enviroplex, Inc.		
PO 17-00340-Final Payment	21-9716-0-0000-8500-6200-200-9003	\$23,940.52
		\$23,940.52
91 - Fisher, John		
PO 17-00326-reimbursement	01-0000-0-1110-1000-4300-200-3009	\$56.42
		\$56.42
68 - GREEN WASTE		
PO 17-00330-11.1.16	01-0000-0-0000-8100-5523-200-2801	\$220.11
		\$220.11
123 - James Gross		
PO 17-00356-Service Contract Terra X	01-0000-0-0000-8100-5524-200-2801	\$162.00
		\$162.00
3 - Samira Hartje		
PO 17-00358-reimbursement	01-1100-0-1110-1000-4300-201-3000	\$343.81
		\$343.81
216 - Hildinger, Patricia		
PO 17-00348-Life Lab	01-0000-0-1110-1000-4300-200-3009	\$149.32
		\$149.32
253 - Ifland Survey		
PO 17-00342-measure M Project	21-9716-0-0000-8500-6200-200-9003	\$1,375.00
		\$1,375.00
38 - INC TRIAD ELECTRIC		
PO 17-00352-Final Payment	21-9716-0-0000-8500-6200-200-9003	\$19,701.00
		\$19,701.00
116 - MISSION LINEN SERVICE		
PO 17-00322-As of 10/13/16	13-5310-0-0000-3700-4390-200-3101	\$154.08
		\$154.08
243 - Pavex Construction Division		
PO 17-00346-Final Payment	21-9716-0-0000-8500-6200-200-9003	\$39,264.59
		\$39,264.59

Payables Prelist**11.9.16 ()****PSD****7 - San Lorenzo Lumber**

PO 17-00350-Statement Date 10.31.16

01-0000-0-1110-1000-4300-200-3009

\$42.71

PO 17-00350-Statement Date 10.31.16

01-0000-0-0000-8100-4370-200-2801

\$10.81

\$53.52**267 - Sandman Glass**

PO 17-00354-8.12.16

01-6230-0-0000-8500-6200-200-6230

\$2,470.00

\$2,470.00**61 - TRI-COUNTY BUSINESS SYSTEM INC**

PO 17-00334-10.31.16

01-0000-0-0000-7200-5650-200-2801

\$618.56

\$618.56**60 - WILLIAM ROSSE**

PO 17-00328-case work

01-9024-0-5770-3120-5808-200-1310

\$2,475.00

\$2,475.00**Payment Type Check Total****\$115,485.31**

Payables Prelist**11.9.16 ()****PSD**

Grand Total : **\$115,485.31****Amount**

Fund 01 \$6,702.74

Fund 13 \$154.08

Fund 21 \$108,628.49

Grand Total : **\$115,485.31**-----
PRESIDENT-----
SECRETARY

PREPARED BY: _____ DATE: _____

REVIEWED BY: _____ DATE: _____

Proposition 39

11/2/16

The 2016-17 Prop39 allocations were released last Friday. Pacific has been allocated another \$100,992.

Total Award Allocation: \$252,093

Planning Funds Paid: \$50,349

Expenditure Funds Paid: \$70,367

Award Allocation Remaining: \$131,377

You have plenty of funds, the trick is reaching that savings to investment ratio of 1.05. There are two ways we can do that, either pay it down, or better, combine measures with low SIR with ones that have high SIR. Once we know the election results we can determine which route is best.

**SCHOOL FACILITIES CONSULTANT AGREEMENT
BETWEEN
PACIFIC ELEMENTARY SCHOOL DISTRICT
AND
HANCOCK PARK & DeLONG, INC.**

This agreement is made by and between PACIFIC ELEMENTARY SCHOOL DISTRICT, herein referred to as the CLIENT, and HANCOCK PARK & DeLONG, INC., herein referred to as the CONSULTANT, for special services pertaining to the preparation and completion of a Justification Study to levy the maximum Level I developer fee.

WHEREAS, CLIENT is authorized by Section 53060 of the California Government Code to contract with and employ persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are trained and experienced and competent to perform special services required; and;

WHEREAS, CONSULTANT is specially trained, experienced and competent to perform the special services required by the CLIENT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by the CONSULTANT: Prepare Residential and Commercial/Industrial Development School Fee Justification Studies in accordance with the Government and Education Codes. CLIENT understands that the CONSULTANT will subcontract the services to a strategic partner, Cooperative Strategies LLC.
2. Term: CONSULTANT shall commence providing services under this agreement upon acceptance and signature, and will diligently perform as required until services are completed.
3. Compensation: CLIENT agrees to pay the CONSULTANT \$2,750 for the services noted above. This fee shall be payable in two (2) equal installments. The first installment of \$1,375 shall be payable upon commencement of work for this Agreement and the second installment of \$1,375 shall be payable upon completion of the Justification Study.

The CLIENT shall reimburse CONSULTANT any reasonable out-of-pocket expense when such expenses are incurred at the request of the CLIENT. All reimbursement shall be authorized by the CLIENT prior to the CONSULTANT incurring the expense to be reimbursable under this agreement.

4. Independent Consultant: CONSULTANT, in performance of this agreement, shall act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT shall not be considered an officer or employee of the CLIENT and would not be entitled to benefits of any kind or nature normally entitled to employees, including, but not limited to state unemployment or workers compensation. CONSULTANT assumes full responsibility of the payment of all applicable federal, state and local taxes related to this agreement. The CLIENT understands that the CONSULTANT cannot control the processes of the applicable agencies in reviewing and approving any Client application or appeal request. The CONSULTANT will use its best efforts to assist the Client but cannot guarantee a favorable result.

5. Indemnification: The CLIENT shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by the CONSULTANT on behalf of the CLIENT. The CLIENT shall be solely responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports and any certifications. In addition, the CLIENT by entering into this contract, understands that the CONSULTANT does not and cannot guarantee any applications filed for placement on the State Allocation Board's Acknowledgement List will receive state grant funding in the future as decisions of use of bond authority and funding are not within the CLIENT's control.
6. Termination: CLIENT may, at any time, with or without reason, upon 30 day notice terminate this Agreement. CONSULTANT may, at any time, with or without reason, upon 30 day notice terminate this agreement by giving written notice to the CLIENT that CONSULTANT'S services will no longer be performed. CONSULTANT shall be entitled to a fee or portion of a fee commensurate with the services performed to the date of termination.

Dated this 1st day of December, 2016.

HANCOCK PARK & DELONG, INC.



Christopher L. DeLong, President Date
1451 River Park Dr, Suite 285
Sacramento, CA 95815
Federal EIN 20-4101370

PACIFIC ELEMENTARY SCHOOL DISTRICT

 12/1/16

Eric Gross Date