

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Concurrent Meeting**

**JANUARY 18, 2018
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusd.org***

We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive citizens.

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert, President
Bill Farris
Tim Johnson
Kurt Rockwell, Vice President/Clerk
Michael Scott

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

11. BUSINESS ADMINISTRATION

11.4 Approval of Contract for Interim Assistant Superintendent of Business Services

14. ADJOURNMENT

11. BUSINESS ADMINISTRATION

11.4 Approval of Contract for Interim Assistant Superintendent of Business Services

BACKGROUND INFORMATION: Due to the retirement of Christina Giraldo, Assistant Superintendent of Business Services from the district effective February 2, 2018, it is necessary to fill the vacancy with an Interim Assistant Superintendent while the district conducts a search for a permanent replacement.

CURRENT CONSIDERATIONS: The district researched several options with entities that provide such interim services. The preferred candidate, Dennis Franey, was selected from the Kern County Superintendent of Schools District Advisory Services. He is available to serve as the Interim Assistant Superintendent of Business Services for the remainder of the school year, encompassing the period of January 12 through June 30, 2018 or until such time as the district hires a permanent replacement for this position.

FINANCIAL IMPLICATIONS: The fiscal impact of the contract will be for a not-to-exceed amount of \$68,620.80 which includes travel costs of approximately \$6,000. Funding for this contract will be from the general fund.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve the contract with Kern County Superintendent of Schools for the services of Dennis Franey as Interim Superintendent of Business Services as described.

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

CONSULTANT AGREEMENT (CHIEF BUSINESS OFFICIAL)

This Consultant Agreement (Chief Business Official) ("Agreement") is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education agency ("Superintendent") and the party whose legal name and status are described in the signature block below ("District").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. District is in need of special services and advice in financial, economic, accounting, and administrative matters on a temporary basis consistent with the services provided by an educational chief business official, which services are not available within the District at this time.
B. Superintendent employs personnel specially trained and experienced and competent to perform the special services required by District. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

- 1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement.
2. Term. The initial term of this Agreement shall begin effective 1/12/18 and shall end on 6/30/18. The parties may extend the Agreement beyond its initial term as mutually agreed in writing.
3. Price. Superintendent shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of (check one):
[] \$ (total flat fee) [X] \$65.23 per hour not to exceed 40 hrs/wk [] other:

Superintendent is authorized to transfer the amounts owing under this Agreement from the following school district Account Code: In the event of a budget transfer, Superintendent shall promptly notify Principal of the amount and purpose of the transfer, in lieu of an invoice.

[X] If this box is checked, District will also reimburse Superintendent for the following related expenses, which Superintendent shall certify to Superintendent and provide documentation if required: travel costs.

4. Additional Provisions. The attached additional provisions are part of the Agreement and fully incorporated by reference.

DISTRICT

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By Name of District: Sierra Sands Unified SD
Authorized Signatory Name:
Authorized Signatory Title:
Address: 113 Felspar Ave., Ridgecrest
Date:

By Signatory Name: John F. Von Flue
Title: Assistant Superintendent
1300 17th Street, Bakersfield, CA 93301
Account Code: 01-331-0000-0-8677.00-0000-0000-0000-000
Date:

ADDITIONAL PROVISIONS OF THIS AGREEMENT

5. Indemnification. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with performance of this Agreement, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.

6. Insurance Requirements. Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (a) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (b) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (c) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (d) workers' compensation insurance as required under state law.

The parties acknowledge that each is permissibly self-insured under California law.

7. Status of Parties. The parties agree that in performing the services specified in this Agreement, Superintendent shall act as an independent contractor. Except as specified in this Agreement, Superintendent shall determine the means and methods for carrying out the work to achieve the result required by District. The parties shall be free to contract for similar services to be performed while under contract with each other. Superintendent will not accept such engagements which interfere with performance under this Agreement. Superintendent is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides for its employees.

Any employees or assistants retained by Superintendent shall be the responsibility of Superintendent and not of District. Superintendent shall determine the hours during which the services shall be performed and the sequence of tasks.

8. Termination. One party may terminate this Agreement prior to its expiration as follows: (a) if the other party commits a material breach of this Agreement and fails to cure the breach within 10 days after written demand; (b) without cause, on 15 days' written notice, in which case Superintendent shall be paid for all services rendered up until the effective date of the notice of termination.

9. Miscellaneous Provisions.

A. Entire Agreement/Amendment. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all of the prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement can only be modified by mutual written agreement of the parties.

B. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

C. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of sections 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Each party represents that it is aware of no financial or economic interest of any officer or employee of Superintendent relating to this Agreement.

D. Nondiscrimination. Neither party, nor any officer, agent, employee or subcontractor of a party, shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

E. Pupil Safety Requirements. Superintendent certifies that, based upon submission of fingerprints to the California Department of Justice, no personnel the services of whom are provided under this Agreement and who may come in contact with District's pupils have been convicted of a felony defined in Education Code section 45122.1.

**EXHIBIT A
SCOPE OF SERVICES
CONSULTANT AGREEMENT
(CHIEF BUSINESS OFFICIAL)**

The Scope of Services includes the following, together with related business services:

1. Preparation of an annual district budget consistent with district goals and objectives, applicable laws, codes and ordinances, and professional accounting standards;
2. Monitoring resources and expenditures and recommending adjustments when necessary;
3. Making financial forecasts, reports, analyses, and recommendations;
4. Assisting in management of the risk management program, including insurance plans and claims administration;
5. Conferring with and advising site administrators and others regarding school business matters;
6. Providing recommendations for the staffing, assignment, training, and evaluation of business employees;
7. Assisting in the management of the school building program in site acquisition, building construction, state applications, furniture, and equipment acquisitions;
8. Advising on financial and operational aspects of labor contract negotiations;
9. Verification of School Facility Fees and all related documents;
10. Reviewing attendance accounting reports for accuracy and completeness;
11. Providing financial input for enrollment and staffing projections; and
12. Advising on the development and implementation of board policies relating to school business and financial operations.

District remains responsible for the accuracy of all financial information and reports furnished to Superintendent for the provision of services under this Agreement.