

**SOLANA
BEACH**
SCHOOL DISTRICT

309 N. Rios Avenue
Solana Beach, CA 92075
(858) 794-7104
www.sbsd.k12.ca.us

Board of Education

Vicki F. King, Esquire
Member

Richard H. Leib, Esquire
Member

Holly Lewry
Clerk

Debra H. Schade, Ph.D.
President

Julie Union
Vice President

Superintendent
Terry Decker

SOLANA BEACH SCHOOL DISTRICT

**B o a r d o f E d u c a t i o n
R e g u l a r M e e t i n g a n d
B u d g e t W o r k s h o p**

June 14, 2018

Closed Session 5:30 p.m.

Solana Beach School District

Open Session 6:30 p.m.

309 N. Rios Avenue, Solana Beach 92075

*Welcome to the meeting and budget workshop
of the Solana Beach School District Board of Education . . .*

Public Inspection of Documents

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the board meeting are available for inspection at the Solana Beach School District, 309 North Rios Avenue, Solana Beach.

Hearing of the Public

Persons wishing to address the Board on any item except personnel are invited to do so at this time. In the interest of time and order, presentations from the public are limited to 3 minutes per person, per topic. If you wish to speak, complete a card (located at the sign-in desk) and present it to the Secretary of the Board prior to the start of the meeting. When the Board President invites you to the podium, please state your name, address, and organization before making your presentation.

In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may (1) acknowledge receipt of the information, (2) refer to staff for further study; or (3) refer the matter to the next agenda.

Consent Calendar

All matters listed under Consent are those on which the Board has previously deliberated or which 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 of Education votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the consent items.

To address an item on the Consent Calendar, please follow the procedure described under Hearing of the Public.

Closed Session

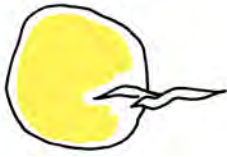
The Board will meet in Closed Session to consider qualified matters of litigation, employee negotiations, student discipline, employee grievances, personnel qualifications, or real estate negotiations.

Cell Phones

As a courtesy to all meeting attendees, please set cellular phones to silent mode and engage in conversations outside the meeting room.

Assistance With Meeting

In compliance with the Americans with Disabilities Act and AB-3035, if you require special assistance to participate in this meeting, please contact the Superintendent at (858) 794-7104 at least 24 hours prior to the start of the meeting to enable the District to make reasonable arrangements.



solana beach school district

Board of Education

Regular Board Meeting and Budget Workshop Agenda

June 14, 2018

Closed Session 5:30 p.m.
Open Session: 6:30 p.m.

Solana Beach School District
309 N. Rios Avenue, Solana Beach 92075

In compliance with the Americans with Disabilities Act and AB-3035, if you require special assistance to participate in this meeting, please contact the Superintendent at (858) 794-7104 at least 24 hours prior to the start of the meeting to enable the District to make reasonable arrangements.

At 5:30 p.m., there will be an open session to allow for public comment on the closed session agenda items, followed immediately by a closed session.

1. CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS

CLOSED SESSION

- 2. **ADJOURNMENT INTO CLOSED SESSION** Motion/Second Time
- 2A. **PUBLIC EMPLOYMENT *Government Code §54957***
Discussion pertaining to the recruitment, appointment, and compensation of a public employee: *Superintendent*

- 3. **ADJOURNMENT OF CLOSED SESSION** Motion/Second Time

The Regularly Scheduled Meeting of the Solana Beach School District Board of Education begins at 6:30 p.m. in the District Office Board Room.

OPEN SESSION

- 4. **RECONVENE REGULAR BOARD MEETING/CALL OPEN SESSION TO ORDER**
REPORT OUT OF CLOSED SESSION (IF APPLICABLE)
- 5. **PLEDGE OF ALLEGIANCE**
- 6. **ROLL CALL** Ms. King
..... Mr. Leib
..... Ms. Lewry
..... Ms. Union
..... Dr. Schade
- 7. **APPROVAL OF AGENDA** Motion/Second

HEARING OF THE PUBLIC

8. HEARING OF THE PUBLIC

It is at this time that anyone wishing to speak regarding an item on the agenda or other topic is given an opportunity to do so. In the interest of time and order, presentations from the public may be limited to 3 minutes per person, per topic. If you wish to speak, complete a card (located at the sign-in desk) and present it to the Secretary of the Board prior to the start of the meeting. When the Board President invites you to the podium, please state your name and/or organization before making your presentation. In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may: 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to the next agenda.

ACTION ITEMS

9. ACTION ITEMS

- 9A. Approval of a contract for Jodee Brentlinger as Superintendent for the Solana Beach School District _____ Motion/Second
- 9B. Award of bid and approval of a contract with Ran Enterprises, Inc., for replacement of forty-two roof top HVAC units at Carmel Creek School _____ Motion/Second
- 9C. Public hearing to discuss the Local Control and Accountability Plan (LCAP) _____ Motion/Second
- 9D. Public hearing and review of the proposed 2018-19 budget _____ Motion/Second

ADJOURNMENT

- 10. ADJOURNMENT OF MEETING _____ Motion/Second Time

ITEM:

Approval of a contract for Jodee Brentlinger as Superintendent for the Solana Beach School District

- Action
- Consent
- First Reading
- Information
- Presentation
- Public Hearing
- Recognition
- Roll Call Vote Required
- Report

RECOMMENDATION:

It is recommended that the Board approve a contract for Jodee Brentlinger as Superintendent for the Solana Beach School District.

DESCRIPTION:

Education Code 35031 authorizes school districts to offer continuing contracts for up to four years for cabinet level positions. The contract covers the period from July 1, 2018, through June 30, 2022.

Attachment:

Contract for employment of superintendent between the Solana Beach School District and Jodee Brentlinger

FISCAL IMPACT:

Not applicable

MOVED BY: _____

SECONDED BY: _____

VOTE: KING ___ LEIB ___ LEWRY ___ SCHADE ___ UNION ___

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
THE SOLANA BEACH SCHOOL DISTRICT
AND
JODEE BRENTLINGER**

THIS AGREEMENT is hereby made and entered into this ____ day of June, 2018, by and between the BOARD OF EDUCATION ("Board") of SOLANA BEACH SCHOOL DISTRICT ("District") and Jodee Brentlinger ("Superintendent" or "Mrs. Brentlinger").

It is hereby agreed as follows:

1. Superintendent and Chief Executive Officer, and Secretary for the Board:

Mrs. Brentlinger is hereby employed as the District's Superintendent. Mrs. Brentlinger also shall be the Chief Executive Officer of the District and shall serve as Secretary to the Board. By accepting this employment, Mrs. Brentlinger agrees to devote her full-time, best efforts and abilities to performing the duties and responsibilities as provided herein or as assigned to the Superintendent from time to time by the Board.

2. Term of Employment:

The term of this Agreement shall be from July 1, 2018, through June 30, 2022. Should the Superintendent receive a satisfactory performance evaluation for the first year of this Agreement, the Board may extend the term of this Agreement by an additional year until June 30, 2023, subject to ratification at a regular meeting of the Board. In no event shall the term of this Agreement exceed four (4) years.

3. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, and the rules and regulations of the California State Board of Education and policies and regulations of the Board and the District. Said laws, rules, policies and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

4. Powers and Duties:

The Superintendent shall perform all of the powers and duties of a Superintendent of Schools in accordance with the laws, rules, policies and regulations set forth above. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board, which are incorporated herein by reference. Acts which require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent's duties and functions shall include the following:

A. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, which in her best judgment best serves the District. Employment of new personnel will be recommended by the Superintendent subject to approval by the Board. The responsibility for selection, placement, and transfer of existing personnel shall be vested in the Superintendent. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation for Board approval.

B. Working with the Board, District personnel, parents and the public, assist in development of short- and long-range District goals. Criteria for determining effective achievement and evaluating outcomes may be incorporated into the goals and objectives of the District's strategic plan.

C. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.

D. Provide leadership, guidelines and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.

E. Report regularly to the Board information regarding student learning and an analysis of student achievement and test scores.

F. Review all policies adopted by the Board and make appropriate recommendations to the Board for additions, deletions or modifications.

G. Evaluate employees directly accountable to the Superintendent and oversee the evaluation of other employees as defined by California law and Board policy.

H. Provide leadership and direction in planning and financing school facilities.

I. Advise the Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

J. Endeavor to maintain and improve the Superintendent's professional competency including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

K. Establish and maintain effective community relations including effective relationships with the media.

L. Communicate openly, systematically and in a timely manner to all members of the Board, staff and the community, and promptly inform all Board members of critical issues or incidents.

M. Provide educational leadership to ensure quality teaching and learning.

N. Unless unavoidably detained, or otherwise directed by the Board, attend all regular, special and executive session meetings of the Board.

O. Serve as a liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters.

P. Perform all other duties and functions as assigned or required by the Board.

5. Board-Superintendent Relations:

The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork. The Board shall be responsible for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board, as the Board deems appropriate, to the Superintendent. The Board shall provide the Superintendent with opportunities, as the Board and/or Superintendent deem necessary, to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. Individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems. Pursuant to Board protocols and Bylaws, the Board will refer to the Superintendent any criticisms, complaints and suggestions regarding the operation of the District that were brought to its attention, or to the attention of any individual Board member. This shall include criticisms, complaints and suggestions regarding the Superintendent's performance. It is the Superintendent's responsibility to share with the entire Board any item brought to her by an individual Board member regarding the operation of the District.

The Board shall hold the Superintendent accountable to manage the District consistent with Board-approved policies, which establish the Board's expectations. It is through Board Policy and official Board action that the Board gives direction to the Superintendent.

The Superintendent will be held responsible for establishing programs and services and for managing the District to meet the Board's expected outcomes, including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

6. Evaluations:

A. The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once a year, in accordance with the terms herein and District Board Policy 2140, which is incorporated herein by this reference. Said evaluation and assessment shall be reasonably related to the duties of the Superintendent and the goals and objectives of the District for the year of the evaluation. The annual evaluation shall be in writing and shall be completed by June 30th of each year, unless another date is agreed upon by the Board and Superintendent. Prior to evaluation, the Superintendent shall prepare and distribute to the Board a progress report toward District goals, self-appraisal of accomplishments and performance, and a review of action taken to address any Board recommendations from the previous evaluation.

B. The Board shall discuss the formal evaluation with the Superintendent in closed session. After the evaluation has been completed, the Board shall meet in open session to give the Board and Superintendent an opportunity to jointly identify priorities for the next year. Discussion of any renewal or extension of the Superintendent's contract shall occur only in a regular meeting.

C. During the first 6 months of the Superintendent's employment, and in June of each subsequent year under this Agreement, the Board and Superintendent shall meet and establish goals and objectives for the current year. Prior to meeting, the Superintendent shall submit proposed written goals and objectives to the Board. The proposed goals and objectives may be revised by the Board following consultation with the Superintendent. The final goals and objectives shall be reduced to writing, and will be among the criteria by which the Superintendent is evaluated pursuant to this section.

D. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall provide, in writing, specific areas where improvement is required and written recommendations for improvement. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation. The Board shall conduct a subsequent evaluation of the Superintendent within 6 months of the written recommendations and specifications for improvement.

7. Compensation:

A. The Superintendent's annual salary shall be Two Hundred and Fifteen Thousand Dollars (\$215,000). The Superintendent shall be paid in twelve (12) approximately equal monthly installments. When only a portion of any year or month is served, the Superintendent's salary shall be prorated to reflect such service multiplied by the number of days. The Superintendent's daily rate shall be computed by dividing the annual salary by 225.

B. Subject to a satisfactory evaluation for the preceding year, the Superintendent's salary may be increased annually by an amount comparable to that granted to certificated bargaining unit employees. Any such salary increase shall be ratified at a regular meeting of the Board.

C. The Board and Superintendent reserve the right to adjust the Superintendent's annual salary in any year of this Agreement. Any such adjustment in salary during the term of this Agreement must be mutually agreed to in writing and shall take the form of a written amendment hereto approved in open session during a regular meeting of the Board. It shall not operate as a termination or increase the term of this Agreement.

8. Professional Schedule, Fringe Benefits and Sick Leave:

A. The Superintendent is a full-time management employee, required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement.

B. The Superintendent shall be entitled to receive the same health and welfare benefits package that is provided to other District certificated employees, including that the Superintendent shall be required to make the same contribution(s) to the selected health and welfare benefits package as other District certificated employees.

C. The Superintendent shall be credited annually with twelve (12) days of sick leave. Use and accrual of sick leave shall be in accordance with applicable District policies/regulations and state law. When only a portion of any year or month is served, the Superintendent's sick leave shall be prorated to reflect such service.

D. When the Superintendent will be absent for five (5) or more consecutive days of work, she shall place such request on a regular meeting agenda for advance Board approval. However, in the event of an emergency or an absence that will occur before the next Board meeting, the absence will appear on a Board agenda for consideration and/or ratification. In the event the Superintendent intends to be absent for five (5) or more consecutive days of work, she shall notify the Board of her intent to be absent as soon as practicable.

E. Should furlough days be imposed on other District employees, the Board may approve a decrease to the Superintendent's work year by the same number of days.

9. Expenses:

A. In accordance with District policies and regulations and applicable law, the District shall pay the Superintendent for all actual and necessary expenses while performing day-to-day duties on behalf of the District.

B. The District encourages the Superintendent to participate in professional and community organizations and activities. The District shall pay the Superintendent's membership dues and other required expenses with membership for the Association of California School Administrators (ACSA), the American Association of School Administrators (AASA), and for one service club. Any

additional memberships that the Superintendent deems beneficial to the District will require approval by the Board.

C. The Superintendent is expected to attend appropriate professional meetings and conferences that will benefit the District. Approval of the Board shall be obtained when the Superintendent attends conferences outside the State of California or will be away from the District for five (5) or more regular work days, and all reasonable and necessary expenses of attendance shall be paid by the District in accordance with District policies and regulations. In case of an emergency attendance requirement, the President of the Board will be notified and the expenses will be submitted for ratification at the next appropriate Board meeting.

D. The Superintendent may engage in outside professional activities, including consulting, speaking, writing and participating in professional associations related to education, provided said activities do not interfere with the Superintendent's duties. Days spent on such outside endeavors shall not be counted as working days by the Superintendent. Expenses incurred in attending such outside professional activities shall be borne by the Superintendent and will not be reimbursed by the District.

10. Physical Examination:

The Superintendent shall undergo a medical examination sometime during her first three months of employment, after which the licensed physician will prepare a written report indicating if the Superintendent is able to perform the essential functions of her position, with or without reasonable accommodation. Thereafter, the Superintendent shall undergo such a medical examination annually. Any expense for such physical examinations not covered by the Superintendent's health benefits plan will be borne by the District. The licensed physician will prepare a written report of the periodic physical examination indicating if the Superintendent is able to perform the essential functions of the position, with or without reasonable accommodations. The written reports described in this paragraph shall be shared with the Board and treated as confidential information by the Board.

11. Termination:

A. The Agreement may be terminated by the mutual consent of the Parties at any time.

B. The Board may elect to terminate the Agreement prior to its expiration without cause upon forty-five (45) days written notice to the Superintendent. In the event of the Superintendent's termination without cause and in acknowledgement of the difficulty or impossibility of calculating damages to the Superintendent as a result of such termination, the parties agree that the liquidated amount of damages owed by the Board shall be the base salary, as set forth in section 7 (A) above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination. In the event Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Superintendent's salary in the new position. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the

requirements of Government Code section 53260(b). The provisions of Government Code section 53260 are incorporated into this Agreement by this reference.

C. In the event of a termination without cause, the Superintendent shall continue to receive health benefits for the remaining term of this Agreement, up to a maximum of twelve (12) months, or until the Superintendent finds other employment, whichever occurs first. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq.*

D. If the Superintendent is convicted of a crime involving an abuse of her office or position, she shall fully reimburse the District of any and all cash settlements received due to her termination. This provision is intended to implement the requirements of Government Code section 53243.2, which is incorporated into this Agreement by this reference.

If the Superintendent is placed on paid administrative leave pending an investigation, the Superintendent shall fully reimburse the District if she is convicted of a crime involving an abuse of her office or position. This provision is intended to implement the requirements of Government Code section 53243, which is incorporated into this Agreement by this reference.

If the District provides funds for the legal criminal defense of the Superintendent, the Superintendent shall fully reimburse the District if the Superintendent is convicted of a crime involving an abuse of her office or position. This provision is intended to implement the requirements of Government Code section 53243.1, which is incorporated into this Agreement by this reference.

E. The Governing Board may elect to terminate the Superintendent for cause at any time. For the purposes of this Agreement, "cause" shall include, but not be limited to: (1) bad faith act to the detriment of the District; (2) refusal or failure to act in accordance with a specific provision of this Agreement or direction or order of a majority of the Board; (3) misconduct or dishonesty in employment; (4) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) inability to perform any of the essential functions of her position; (6) failure to receive a satisfactory or better rating in any annual formal Board evaluation; or (7) any grounds for dismissal under Education Code section 44932. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Superintendent (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Any request for a meeting shall be filed by the Superintendent with the presiding officer of the Board within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Superintendent shall have the right to be represented by counsel at her own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent's meeting with the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies.

F. The District and Superintendent agree that the payment provided under Section 11.B of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of

her employment and the Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of her employment. Further, upon acceptance of payment under 11.B. the Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to her employment by the Board, including, but not limited to, claims or actions under this Agreement.

G. Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Superintendent.

12. Notice of Finalist in Search:

In all cases the Superintendent immediately shall notify the Board of Education should she become a finalist in the selection process for Superintendent with any other District.

13. Waiver:

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

14. Modification:

This Agreement may not be amended or modified other than by a written agreement executed by the Superintendent and approved by the Board at open session at a regularly scheduled meeting.

15. Complete Agreement:

This instrument constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

16. Governing Law:

This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the law of the State of California without regard to principals of conflict of laws.

17. Construction:

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

18. Communications:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by registered or certified mail, postage prepared, addressed to the Superintendent and/or Board of Education at 309 North Rios Ave, Solana Beach, CA 92075. Either party may change the address at which notice shall be given by written notice given in the above manner.

19. Execution:

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

20. Legal Counsel:

The Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the counsel of persons of their own choosing, and that the terms of this Agreement have been completely read and explained to them, and that those terms are fully understood and voluntarily accepted by them.

21. Savings Clause:

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and the provisions of this agreement are declared to be severable.

22. Renewal of Agreement:

The Board may, but is not required to, notify the Superintendent of its intent to renew or not renew this Agreement. The notification shall be in writing and delivered no later than January 1, 2022, or, if this Agreement is extended, by January 1 of the final year on the renewed term. If the Board fails to or decides not to notify the Superintendent of its intention to renew or not to renew this Agreement prior to the above date, this Agreement shall automatically expire on its stated date. This Agreement shall constitute the required notice pursuant to Education Code section 35031, receipt of which is acknowledged by the Superintendent by executing this Agreement.

IN WITNESS THEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

Date: _____

FOR THE BOARD OF EDUCATION OF THE
SOLANA SCHOOL DISTRICT

Debra Schade, President

I hereby accept this offer of employment and agree to perform faithfully the duties and responsibilities of Superintendent of the Solana Beach School District, Chief Executive Officer and Secretary for the Board of Education.

Date of Acceptance: _____

Jodee Brentlinger

ITEM:

Award of bid and approval of a contract with Ran Enterprises, Inc., for replacement of forty-two roof top HVAC units at Carmel Creek School

- Action
- Consent
- First Reading
- Information
- Presentation
- Public Hearing
- Recognition
- Roll Call Vote Required
- Report

RECOMMENDATION:

It is recommended that the Board award bid and approve a contract with Ran Enterprises, Inc., for replacement of forty-two roof top HVAC units at Carmel Creek School.

DESCRIPTION:

On April 23, 2015, the Board approved Resolution 040215 Delegation of Authority in Regard to Bidding and Other Capital Improvement Projects authorizing district staff to move projects forward and avoid delays while maintaining the integrity of the contracting process.

Carmel Creek School is in need of new roof top HVAC units on the building.

On May 25, 2018, the bid opening for the above was held. The lowest responsible bidder is Ran Enterprises, Inc.

Contract time: June 15-August 19, 2018

Ran Enterprises, Inc.
17202 Gothard Street, Unit #1
Huntington Beach, CA 92647
(714) 842-8688

FISCAL IMPACT:

Not to exceed \$379,000.00
Budget: 14-00-0915-000-0000-8500-6200026-002 (20%)
Deferred Maintenance
Budget: 01-00-6230-000-0000-8500-6200-026-002 (80%)
California Clean Energy Jobs Act

MOVED BY: _____

SECONDED BY: _____

VOTE: KING ___ LEIB ___ LEWRY ___ SCHADE ___ UNION ___

ITEM:

Public hearing to discuss the Local Control and Accountability Plan (LCAP)

- Action
- Consent
- First Reading
- Information
- Presentation
- Public Hearing
- Recognition
- Roll Call Vote Required
- Report

RECOMMENDATION:

It is recommended that the Board conduct a public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP).

DESCRIPTION:

Education Code Section 52062(b)(1) states that the school district governing board shall hold a public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP). The public hearing on the LCAP shall be held at the same meeting as the public hearing on the budget for the subsequent year, which is required by Education Code Section 42127(a)(1). The LCAP is available for public inspection via a link provided on the home page of the District's website. Printed copies are also available at the District Office.

FISCAL IMPACT:

Not applicable

MOVED BY: _____

SECONDED BY: _____

VOTE:

ITEM:

Public hearing and review of the proposed 2018-19 budget

- Action
- Consent
- First Reading
- Information
- Presentation
- Public Hearing
- Recognition
- Roll Call Vote Required
- Report

RECOMMENDATION:

It is recommended that the Board conduct a public hearing to solicit recommendations and comments of members of the public and review the proposed 2018-19 budget.

DESCRIPTION:

Education Code Section 52602(b)(1) states that the school district governing board shall hold a public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the District’s budget. At the conclusion of the public hearing, district staff and the Board of Education will review the proposed 2018-19 budget. Copies will be available at the meeting.

- Budget Assumptions
- Budget Development
- Multi-Year Projection
- 2018-19 Budget Narrative
- Overview

FISCAL IMPACT:

Not applicable

MOVED BY: _____

SECONDED BY: _____

VOTE: KING ___ LEIB ___ LEWRY ___ SCHADE ___ UNION ___