

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION  
SPECIAL BOARD MEETING

Tuesday, June 6, 2017 (Revision)

South Monterey County Joint Union High School District Office – Board Room  
800 Broadway, King City, CA

**VISION**

South Monterey County Joint Union High School District is a progressive academic learning community that is committed to life-long educational success

**MISSION**

South Monterey County Joint Union High School District inspires and empowers all students with the knowledge and skills necessary to achieve their full potential to succeed as responsible and productive citizens

BOARD OF EDUCATION

Paulette Bumbalough - President  
David Gaboni - Clerk  
Joe Santibanez - Member  
Paul Dake – Member  
Leslie Girard - Member

SUPERINTENDENT

Daniel Moirao, Ed.D.

OPEN SESSION: 5:30 PM

A. CALL TO ORDER

- B. PUBLIC COMMENT: *Unless otherwise determined by the Board/Superintendent, each person is limited to 3 (three) minutes. If a large number wish to speak on a specific item, there is a limit of 20 minutes' total input on an item. For matters that are not listed on the agenda, the Board may refer the matter to the Superintendent or designee, or take it under advisement, but shall not take action at that time except as allowed by law.*

*El público puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos generales o a asuntos especificados en la agenda. La persona que quiera hablar debe de pedir la forma que se le da a la comunidad pidiendo permiso antes de la junta, indicando si se desea hacer algún comentario sobre un tema de la agenda o algún otro asunto y presentarlo a la Secretaría de el Superintendente. Esta es una oportunidad de dirigirse a la Mesa Directiva de Educación cuando un asunto se esté llevando acabo. A menos que se determine de otra manera por el Superintendente, cada persona tiene un máximo de 3 minutos para hablar. Se hay muchas personas que quieran hablar sobre un asunto específico entonces habrá un limite de 20 minutos en total para cada asunto. Para asuntos que no estén enlistados en la agenda, La Mesa Directiva podrá referir ese asunto al Superintendente o su designado o poner ese asunto en sobre aviso, pero no se tomara ninguna acción en ese momento excepto cuando la ley lo permita.*

CLOSED SESSION: 5:35 PM

- A. Negotiations with Employee Organizations

OPEN SESSION: 6:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. APPROVAL OF AGENDA

D. REPORT OF CLOSED SESSION ACTIONS

E. ACTION

1. Approval of Consulting Agreement to New Superintendent's Contract (*Paulette Bumbalough, Board President*)

F. INFORMATION

1. Budget and LCAP Review (*Sherrie S. Castellanos, CBO*)

G. ADJOURNMENT (TO CLOSED SESSION) (if required)

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL  
DISTRICT**

**SUBJECT:** Consultant Agreement to New Superintendent's Contract

**MEETING:** June 6, 2017

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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**GOVERNING BOARD**

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

As the school district transitions to a new Superintendent, the Board would like Dr. Brian Walker to spend time in the district prior to the beginning of his actual start date of July 1, 2017. To that end the Board of Education would like to employ Dr. Walker as a consultant for up to eleven (11) days to be taken during the months of May and June 2017.

Recommendation:

It is recommended that the Board of Education approve the Consultant Agreement with Dr. Walker's for an additional eleven days of service.

Fiscal Impact:

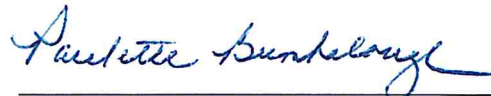
\$8964.76 from General Funds

Submitted By:

Approved:



Paulette Bumbalough  
President SMCJUHSD Board of Education



Paulette Bumbalough  
President SMCJUHSD Board of Education

**SOUTH MONTEREY COUNTY HIGH SCHOOL DISTRICT**

**AND**

**BRIAN WALKER**

**CONSULTANT AGREEMENT**

**THIS AGREEMENT** is entered into as of twenty-fourth day of May, 2017, between the South Monterey County High School District, hereinafter referred to as "DISTRICT", and Brian Walker, hereinafter referred to as "CONSULTANT", with reference to the following:

**RECITALS**

WHEREAS, DISTRICT intends to employ CONSULTANT as its superintendent with a start date of July 1, 2017; and,

WHEREAS, DISTRICT and CONSULTANT believe that it will be a benefit to the DISTRICT and CONSULTANT for CONSULTANT to spend some time in the DISTRICT prior to his term as superintendent to become familiar with the DISTRICT, its programs, employees, and constituents; and,

WHEREAS, Government Code section 53060 and Education Code section 35160 authorize the DISTRICT to contract with persons who are specially trained and experienced and competent to perform special services.

WHEREAS, DISTRICT wishes to hire CONSULTANT as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

WHEREAS, pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by DISTRICT employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the DISTRICT.

**THEREFORE, IT IS AGREED:**

**1. TERM:** This Agreement shall become effective as of May 15, 2017 and shall expire on June 30, 2017.

**2. SERVICES:** CONSULTANT will make himself available to DISTRICT at the DISTRICT offices, schools, and other facilities at such times for purposes of familiarizing himself with the DISTRICT and its staff, operations, and facilities, on such dates as may be mutually agreed upon between the date of this Agreement and June 30,



2017. CONSULTANT and DISTRICT agree that CONSULTANT will be in the DISTRICT and available for meetings, tours, and other assignments by the DISTRICT for up to eleven (11) days from May 15, 2017 through and including June 30, 2017.

**3. PAYMENT FOR SERVICES:** DISTRICT and CONSULTANT agree that for each full work day that CONSULTANT renders to the DISTRICT under this Agreement, CONSULTANT shall be paid a per diem of \$815 per day not to exceed Eight Thousand Nine Hundred sixty-five Dollars (\$8,965.00).

**4. METHOD OF PAYMENT:** CONSULTANT shall provide DISTRICT with an invoice for his earned per diem payment. There shall be no reimbursement for travel to and from CONSULTANT's home and the DISTRICT. However, DISTRICT shall reimburse CONSULTANT at the IRS rate for business travel within the DISTRICT. DISTRICT shall pay CONSULTANT within forty-five (45) days of receipt of such invoice and receipts by the DISTRICT.

**5. INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that CONSULTANT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONSULTANT or any of his agents, employees, or officers as an agent, employee, or officer of DISTRICT.

**6. CONFLICT OF INTEREST:**

a. CONSULTANT agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONSULTANT for this purpose, from the making of any decision on behalf of DISTRICT in which such officer, employee, or consultant has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on CONSULTANT or any business firm in which CONSULTANT has an interest, with certain narrow exceptions.

b. CONSULTANT agrees that if any facts come to her attention which raise any questions as to the applicability of conflict of interest laws, he will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

**7. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONSULTANT and DISTRICT as to its subject matter, and

no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

**8. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

**9. NOTICES:**

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

**DISTRICT: Paulette Bumbalough  
South Monterey County Joint Union High School District  
800 Broadway  
King City, CA 93960**

**CONSULTANT: Brian Walker, Ed.D.**

**Telephone No.:**

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5<sup>th</sup>) day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

**10. CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

**12. NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**12. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Monterey County, California. CONSULTANT waives the removal provisions of California Code of Civil Procedure section 394.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SOUTH MONTEREY COUNTY JOINT  
UNION HIGH SCHOOL DISTRICT

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

BY \_\_\_\_\_

BRIAN WALKER

Date: 05/31/2017

BY 