

**ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT**  
***"Many Paths to Learning, One Standard of Excellence"***

**Regular Meeting of the Board of Trustees**  
**Thursday, November 9, 2017**  
**Agenda**  
**District Office**  
**Acton, CA**

The closed session portion of the Board meeting will begin at 6:30 p.m.  
The Board will reconvene the open session portion of the Meeting at 7:30 p.m.

**1.0     CALL TO ORDER AND ROLL CALL**

**1.1     Roll Call**

Time \_\_\_\_\_ p.m.

Mike Fox	President
Ed Porter	Vice President
Ken Pfalzgraf	Clerk
Mark Distaso	Member
Larry H. Layton	Member

**Action   2.0     APPROVE/ADOPT AGENDA FOR REGULAR MEETING**

It is recommended the Board of Trustees adopt as presented, the agenda for the Regular Board Meeting of November 9, 2017.

Moved by \_\_\_\_\_                      Seconded by \_\_\_\_\_                      Ayes \_\_\_\_    Nays \_\_\_\_    Absent \_\_\_\_

**3.0     PUBLIC PARTICIPATION AT BOARD MEETINGS**

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 7.0 Public Comment at Board Meetings.

**Action   4.0     ADJOURN TO CLOSED SESSION**

The Board will consider and may act on any of the Closed Session matters listed in Agenda Item 14.0.

Moved by \_\_\_\_\_                      Seconded by \_\_\_\_\_                      Ayes \_\_\_\_    Nays \_\_\_\_    Absent \_\_\_\_

**5.0     RECONVENE REGULAR MEETING**

Time \_\_\_\_\_ p.m.

**6.0     PLEDGE OF ALLEGIANCE**

Led by: \_\_\_\_\_

**7.0     PUBLIC COMMENTS/RECOGNITION/REPORTS**

Please submit a ***Request to Speak to the Board of Trustees*** card located on the exhibit table for any agenda item or non-agenda item to the Superintendent, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date.

## 8.0 CORRESPONDENCE/PROPOSALS/REPORTS

- 8.1 AATA Representative
- 8.2 CSEA Representative
- 8.3 Student Representatives
- 8.4 VHS Welding Update
- 8.5 New Construction
- 8.6 Superintendent
- 8.7 Board Member Comments

## 9.0 CONSENT AGENDA

It is recommended the following Consent Agenda items be approved:

Action  
Enclosures

- 9.1 Minutes of the Regular Board Meeting October 26, 2017
- 9.2 Warrant Register
- 9.3 Agreement – USC Rossier
- 9.4 Donations

Donated Items	Donated by	Value	Location
Gift Cards	Don Chato Restaurant	\$50.00	District Office
Gift Cards	LaCabana Restaurant	\$40.00	District Office
MaryKay Gift Basket	Carole Johnson	\$50.00	District Office
Gift Card	Corinna's Barbershop	\$18.00	District Office
Service	Mike Casey	\$400.00	Vasquez High School

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

## 10.0 BUSINESS AND FINANCIAL

Action  
Enclosure

- 10.1 Resolution 17-18.7- Governing Board of the Acton Agua Dulce USD. Procedure for the Appointment of a Provisional Board Member

It is recommended the Board approve Resolution 17-18.7 establishing procedures for the appointment of a provisional Board member.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

Action  
Enclosure

- 10.2 Resolution 17-18.8- Governing Board of the Acton Agua Dulce USD. Procedure for the Election of a Provisional Board Member

It is recommended the Board approve Resolution 17-18.8 establishing procedures for the election of a provisional Board member.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

## 11.0 PERSONNEL SERVICES

Discussion

- 11.1 2017 CAASP Test Results/Dashboard Local Indicator

It is recommended the Board enter into discussion as it relates to the 2017 CAASP Test Results/Dashboard Local Indicator.

Time Opened \_\_\_\_\_ Time Closed \_\_\_\_\_

Action  
Enclosure

- 11.2 Supervisor of Maintenance and Operations. Job Description/Salary Schedule F

It is recommended the Board approve job description, Supervisor of Maintenance and Operations/Salary Schedule F

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

- Action  
Enclosure
- 11.3 **Executive Assistant to the Superintendent, Job Description/Salary Schedule F**  
It is recommended the Board approve job description, Executive Assistant to the Superintendent and Salary/Schedule F
- Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_
- Action  
Enclosure
- 11.4 **Appointment of Assistant Superintendent, Amanda Fischer**  
It is recommended the Board approve appointment of Amanda Fischer as Assistant Superintendent.
- Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_
- 12.0 **FUTURE AGENDA ITEM**  
VHS Traffic Study  
Board of Trustees Open Seat
- 13.0 **CALENDAR**  
November 15, 2017 Special Board Meeting – Budget Study Session, 6:00 p.m. District Office  
December 14, 2017 Regular Board Meeting 7:30 p.m. District Office
- 14.0 **CLOSED SESSION**  
The Board will consider and may act on any of the following items in closed session, any action taken in closed session will be reported in open session as required by law.
- Closed Session may be called at any time during a formal meeting by motion of the Board of Education for the purpose of discussing a personnel problem, a pupil problem, a purchase, consultation on a legal problem with an attorney, and with employee organizations in regard to salaries and/or fringe benefits. All formal action involving such matters must be made in an open meeting.
- A. **Conference with Labor Negotiator**  
Pursuant to Government Code Section 54957.6
- B. **Public Employment Discussion/Discipline/Dismissal/Release**  
Pursuant to Government Code section 54957, discussion and possible action concerning employment/appointment of one public employee.  
Title: Assistant Superintendent
- C. **Conference with Legal Counsel**  
Pursuant to Government Code Section 54954.9 (d) (1)  
Potential Litigation – 1 case
- D. **Student Matters**  
Pursuant to Government Code Section 35146 and 48918.
- 14.1. **Report of Action Taken in Closed Session**  
The Board will report any action taken in closed session as required by law.
- Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_
- Action 15.0 **ADJOURNMENT**  
15.1 The Regular meeting of Board of Trustees adjourned at \_\_\_\_\_ p.m.
- Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_

**ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT**  
***"Many Paths to Learning, One Standard of Excellence"***

**Regular Meeting of the Board of Trustees**  
**Thursday, October 26, 2017**  
**Minutes**  
**District Office**  
**Acton, CA**

The closed session portion of the Board meeting will begin at 6:30 p.m.  
The Board will reconvene the open session portion of the Meeting at 7:30 p.m.

**1.0     CALL TO ORDER AND ROLL CALL**

1.1     Roll Call

Time    6:32p.m.

Mike Fox	President	Present
Ed Porter	Vice President	Present
Ken Pfalzgraf	Clerk	Present
Mark Distaso	Member	Absent
Larry H. Layton	Member	Present

**Action   2.0     APPROVE/ADOPT AGENDA FOR REGULAR MEETING**

Motion made by the Board of Trustees to adopt as presented, the agenda for the Regular Board Meeting of October 26, 2017.

Moved by Mr. Pfalzgraf

Seconded by Mr. Layton

Ayes 4    Nays 0 Absent 1

**3.0     PUBLIC PARTICIPATION AT BOARD MEETINGS**

No public participation

**Action   4.0     ADJOURN TO CLOSED SESSION**

Motion made by the Board of Trustees to move to closed session.

Moved by Mr. Pfalzgraf

Seconded by Mr. Layton

Ayes 4    Nays 0    Absent 1

**5.0     RECONVENE REGULAR MEETING**

Time: 7:55 p.m.

**6.0     PLEDGE OF ALLEGIANCE**

Led by :Loker Kestler

**7.0     PUBLIC COMMENTS/RECOGNITION/REPORTS**

Community member Mr. Anthony Mann wanted to recognize Mr. Mike Orona for his contribution and his prompt response as it related to completion of projects on the VHS campus. Mr. Mann also recognized Mr. King for being the first person students and parents saw after the recent incident at VHS.

Parent and community member Denise Wessel addressed the Board as it related to the VHS traffic issues.

Parent and community member Allen Wessel expressed his concerns as it related to a district teacher.

## 8.0 CORRESPONDENCE/PROPOSALS/REPORTS

### 8.1 **AATA Representative -**

Ms. Trusel

- Expressed staffs appreciation to Superintendent King for his time to meet with the AATA team, and is looking forward to building a positive working relationship with staff.

### 8.2 **CSEA Representative -** No report given

### 8.3 **Student Representatives**

Loker Kestler reported on the following:

- Announced that the Annual Fall Carnival was well attended and every year it gets better.
- Stated that the PSAT's were made available last week for Sophomores and Juniors, this is extremely helpful to prepare for the SAT's
- Noted that the VHS counselors are organizing workshops to help students with the application process for universities and colleges.

### 8.4 **New Construction**

Larry King, Superintendent

- Reported that staff is discussing the purchase of a marquee for VHS and will also be working on placement for the Mustang mascot.
- Introduced Mr. Mike Orona, Consultant for Maintenance and Operations, stating his positive impact in the process to complete the Acton campus construction project.
- Noted that a recent news article reported that VHS Phase included a new football; for clarification, the football is not included in the scope of work for the VHS phase 3 project.

### 8.5 **Superintendent**

Larry King, Superintendent

- Thanked teacher, Mrs. Nicole Chun, for giving him the book "Lead Like a Pirate.
- Noted that the Stay Gold staff meeting at Meadowlark was enjoyable, staff was thoughtful and humorous.
- Expressed his gratitude to Ms. Lynn David for stepping in as CBO in the absence of our CFO.
- Thanked Amanda Fischer for her contribution and tremendous efforts in all areas and in getting him up to speed on Charters.
- Recognized the AATA and CSEA leadership team, for their continued communication as we begin to build trust and rapport with each other.
- Thanked the Board of Trustees for their continued trust and commitment to AADUSD community.

### 8.6 **Board Member Comments**

Ken Pfalzgraf

- Thanked Mr. Mann for his positive comments, and recognizing the district staff for addressing safety and maintenance issues on the VHS campus, also recognized Mr. Mann for his regular attendance to board meetings.
- Recognized visitor to the board meeting Mrs. Kelli Jensen long time educator and curriculum director.
- Appreciated Ms. Lynn David
- Addressed his concerns as it related to the safety of students during VHS pick up and drop off.
- Praised the VHS National Honor Society, very much appreciates the mentoring of new students joining NHS.

Ed Porter

- Complimented the students that attended school the day after the recent incident, there was a 30% drop in attendance that day.
- Expressed his appreciation towards Superintendent King for his critical thinking and strong moral compass, he is a great asset to the district.
- Thanked Ms. Lynn David for her contribution in assisting while the CFO is out of office.
- Noted that Site Administrators, Mrs. Amanda Fischer and staff working as a team during the temporary time of not having an Assistant Superintendent and CFO.
- Addressed his continued concerns about the access to and from the VHS campus. Would like staff to address these concerns immediately.

Mike Fox

- Noted that during the time that Mr. King has been in office, three key positions have not been staffed. Would like to thank those staff members that stepped up and assisted with extra duties.

## 9.0 CONSENT AGENDA

Motion made by the Board to approve the following consent agenda items:

- Action 9.1 Minutes of the Regular Board Meeting October 12, 2017  
Enclosures 9.2 Warrant Register

Moved by Mr. Porter                      Seconded by Mr. Fox                      Ayes 4      Nays 0      Absent 1

## 10.0 BUSINESS AND FINANCIAL

- Action 10.1 Agreement for Services – Atkinson, Andelson, Loya, Ruud & Romo  
Enclosure Motion made by the Board to approve the Agreement for Services with Atkinson, Andelson, Loya, Ruud & Romo

Moved by Mr. Pfalzgraf                      Seconded by Mr. Porter                      Ayes 4      Nays 0      Absent 1

Superintendent King introduced AALRR Attorneys Ms. Cathie Fields and Warren Kinsler.

Ms. Fields and Mr. Kinsler gave a brief history of their previous working relationship with Superintendent King. They would like to continue this working relationship, and is looking forward to working for AADUSD.

The Board entered into discussion as it related to AALRR, comparable rates with other legal firms.

Mr. King addressed questions and concerns presented by the Board.

- Action 10.2 VHS – Phase 3 Demolition and Removal Three Underground Holding Tanks \$10,300.00  
Enclosure Motion made by the Board to approve the contract with JT Engineering for the demolition and removal of three underground holding tanks (VHS – Phase 3) in the amount of \$10,300.00

Moved by Mr. Pfalzgraf                      Seconded by Mr. Porter                      Ayes 4      Nays 0      Absent 1

Superintendent King gave a brief overview and shared the history of the tanks that remain on the VHS site where VHS phase 3 will be.

The board entered into discussion with concerns and questions as to why the tanks were not already removed.

Superintendent King introduced Mr. Orona who addressed questions and concerns presented by the board.

- Discussion 10.3 Board of Trustees Seat Vacancy  
It is recommended the Board enter into discussion with regards to the upcoming Board of Trustees seat vacancy.

Discussion Open at: 8:46 p.m.      Discussion Closed at: 9:22 p.m.

The Board entered into much discussion as it related to the upcoming seat vacancy of the Board of Trustees.

Superintendent King and attorneys Ms. Fields and Mr. Kinsler addressed options for the Board to consider as it relates to filling the vacant seat.

The Board directed staff to bring forward two resolutions, one for appointment and one for a special election.

**11.0 PERSONNEL SERVICES**

Action  
Enclosure

**11.1 Resolution 17-18.06-Authorization to Teach Outside Credential – Education Code# 44263**

Motion made by the Board to approve Resolution 17-18.06 – Authorization to Teach Outside Credential Education Code #44263.

Moved by Mr. Pfalzgraf

Seconded by Mr. Fox

Ayes 4

Nays 0

Absent 1

Action

**11.2 Monthly Stipend for Additional Duties and Responsibilities, Director/Principal, Lynn David**

Motion made by the Board to approve a monthly stipend in the amount of (\$1100.00) for Director/Principal Lynn David when she is directed to perform additional duties in fiscal services not to extend beyond March 31, 2018.

Moved by Mr. Layton

Seconded by Mr. Porter

Ayes 4

Nays 0

Absent 1

Board member, Mr. Pfalzgraf commented that he had a positive experience with Lynn David, LCAP in financial matters including public outreach in the LCAP process as a constituent and a Board member.

**12.0 FUTURE AGENDA ITEM**

CAASP Results/Local Indicators  
Budget Study Session

Board recommended future agenda item VHS drop off and pick up traffic issues.

**13.0 CALENDAR**

November 9, 2017

Regular Board Meeting 7:30 p.m. District Office

December 14, 2017

Regular Board Meeting 7:30 p.m. District Office

Board agreed to conduct a budget study session on Wednesday, November 15<sup>th</sup> at 6:00 p.m.

**14.0 CLOSED SESSION**

The Board will consider and may act on any of the following items in closed session, any action taken in closed session will be reported in open session as required by law.

Closed Session may be called at any time during a formal meeting by motion of the Board of Education for the purpose of discussing a personnel problem, a pupil problem, a purchase, consultation on a legal problem with an attorney, and with employee organizations in regard to salaries and/or fringe benefits. All formal action involving such matters must be made in an open meeting.

**A. Conference with Labor Negotiators**

Pursuant to Government Code Section 54957.6

**B. Public Employment Discussion/Discipline/Dismissal/Release.**

Pursuant to Government Code section 54957, discussion and possible action concerning employment/appointment of one public employee.

Title: Assistant Superintendent

**C. Conference with Legal Counsel**

Pursuant to Government Code Section 54954.9 (d) (1)

Potential Litigation – 1 case

**D. Student Matters**

Pursuant to Government Code Section 35146 and 48918.

Student # 4633

Student # 4648

**14.1. Report of Action Taken in Closed Session**

Action taken by the Board in closed session.

D. Student Matters:

The Board voted on (2) cases as it related to student #4633 and Student #4648, the Board accepted the Superintendents recommendation of the stipulated expulsion as presented.

Moved by Mr. Fox

Seconded Mr. Porter

Ayes 3 Nays 1 Absent 1

Mr. Layton

Mr. Layton noted that the reason for his no vote was due to deciding disciplinary matter of students should be fair and that would need for him to have ample time to review and analyze each case.

Superintendent King recommended moving forward staff would make available to the Board time to review at the district office prior to the board meeting.

**Action 15.0 ADJOURNMENT**

15.1 The Regular meeting of Board of Trustees adjourned at 9: 52 p.m.

Moved by Mr. Porter

Seconded by Mr. Pfalzgraf

Ayes 3 Nays 0 Absent 1

Secretary to the Board, Lawrence King

\_\_\_\_\_  
Mr. Lawrence King

President, Mr. Mike Fox

\_\_\_\_\_  
Mr. Mike Fox

Vice President, Mr. Ed Porter

\_\_\_\_\_  
Mr. Ed Porter

Clerk, Mr. Ken Pfalzgraf

\_\_\_\_\_  
Mr. Ken Pfalzgraf

Member, Mr. Mark Distaso

\_\_\_\_\_  
Mr. Mark Distaso

Member, Mr. Larry H. Layton

\_\_\_\_\_  
Mr. Larry H. Layton



Report Id : LAAP029S1  
 District : 75309  
 Fiscal Year: 2018

ACTON AGUA DULCE UNIFIED (Bank Acct: ACTN)  
 COMMERCIAL WARRANT REGISTER  
 Voids Date :2017-10-25 Issue Date :2017-10-26

Page No : 1  
 Run Date : 2017-10-25  
 Run Time : 19.42.14

PAYEE	VOUCHER ID	REF NO	PO NUMBER	Fund	ResPrj	Goal	Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
Antelope Valley Airport Expres	00034596		0000007543	01.0	07230.0	11100	40000	5810	7000150	04/18	555.00					
	00034597		0000007542	01.0	07230.0	11100	40000	5810	7000150	04/18	1311.50					
Total											1866.50	1866.50	24134118	CHK PAYOUT	7728	
ACTON ACE HARDWARE	00034600		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	6.73					
	00034601		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	18.56					
	00034602		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	92.75					
	00034603		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	1.11					
	00034604		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	8.73					
	00034605		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	311.84					
	00034606		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	358.06					
	00034607		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	39.31					
	00034608		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	123.81					
	00034609		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	17.46					
	00034610		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	19.57					
	00034611		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	19.63					
	00034612		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	17.41					
	00034613		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	21.84					
	00034614		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	127.80					
	00034615		0000007238	01.0	81500.0	00000	81100	4380	1000000	04/18	298.18					
	00034616			01.0	00000.0	00000	24200	4310	1000000	04/18	87.35					
	00034617			01.0	00000.0	00000	24200	4310	1000000	04/18	184.51					
	00034618			01.0	00000.0	00000	24200	4310	1000000	04/18	43.23					
	00034619			01.0	00000.0	00000	24200	4310	1000000	04/18	5.45					
Total											1803.33	1803.33	24134119	CHK PAYOUT	7728	
Betty Sarkisian	00034588			01.0	07230.0	11100	36000	5220	1000000	04/18	59.59					
Total											59.59	59.59	24134120	CHK PAYOUT	7728	
BEHAVIORAL LEARNING CENTER, IN	00034587		0000007240	01.0	65120.0	57500	11100	5810	1000150	04/18	80.00					
Total											80.00	80.00	24134121	CHK PAYOUT	7728	
BSN Sports	00034594			01.0	00000.0	11100	10000	4310	6000150	04/18	176.72					
Total											176.72	176.72	24134122	CHK PAYOUT	7728	
Cassandra Farley	00034589			01.0	00000.0	11100	10000	4310	6000150	04/18	248.65					
Total											248.65	248.65	24134123	CHK PAYOUT	7728	

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Run Date  : 2017-10-25
Run Time  : 19.42.14
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75309 ACTON AGUA DULCE UNIFIED PAGE 2  
VOID\* Indicates Warrants were issued and Cancelled the same day.  
\*Total Amount by Account do not include discounts earned or lost, use tax or freight.

Report Id : LAAP029S1  
 District : 75309  
 Fiscal Year: 2018

ACTON AGUA DULCE UNIFIED (Bank Acct: ACTN)  
 COMMERCIAL WARRANT REGISTER  
 Voids Date :2017-10-25 Issue Date :2017-10-26

Page No : 3  
 Run Date : 2017-10-25  
 Run Time : 19.42.14

PAYEE	VOUCHER ID	REF NO	PO NUMBER	Fund	ResPrj	Goal	Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
PRUDENTIAL OVERALL SUPPLY	00034581		0000007266	01.0-00000.0-00000-82000-4370-1000000						04/18	144.74					
	00034582		0000007266	01.0-00000.0-00000-82000-4370-1000000						04/18	45.07					
	00034583		0000007266	01.0-00000.0-00000-82000-4370-1000000						04/18	144.74					
	00034584		0000007266	01.0-00000.0-00000-82000-4370-1000000						04/18	45.07					
	00034585		0000007266	01.0-00000.0-00000-82000-4370-1000000						04/18	45.07					
Total											424.69	424.69	24134133	CHK PAYOUT	7728	
SOUTHERN CALIF. GAS COMP.	00034576		0000007267	01.0-00000.0-00000-82000-5520-1000000						04/18	92.99					
Total											92.99	92.99	24134134	CHK PAYOUT	7728	
WAXIE SANITARY SUPPLY	00034586		0000007259	01.0-00000.0-00000-82000-4370-1000000						04/18	1851.10					
Total											1851.10	1851.10	24134135	CHK PAYOUT	7728	
REGISTER TOTAL AMOUNT		Issues :	30,071.68		Voids :		0.00		Net Disbursed :		30,071.68					
SYSTEM WARRANTS ISSUED	18	From	24134118	To	24134135	Total number of vouchers :		45		Number of Vouchers Audited		0				
MANUAL WARRANTS ISSUED	0	From		To												
NUMBER OF VOIDS	0															
SYSTEM WARRANTS ISSUED MTD	133	MANUAL WARRANTS ISSUED MTD		0		WARRANTS VOIDED MTD		2								
SYSTEM WARRANTS ISSUED YTD	555	MANUAL WARRANTS ISSUED YTD		0		WARRANTS VOIDED YTD		5								
Fund Summary	Issues	Voids														
01.0	29,843.08	0.00														
13.0	228.60	0.00														
Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.																
In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.																

Report Id : LAAP029S1  
 District : 75309  
 Fiscal Year: 2018

ACTON AGUA DULCE UNIFIED (Bank Acct: ACTN)  
 COMMERCIAL WARRANT REGISTER  
 Voids Date :2017-10-27 Issue Date :2017-10-30

Page No : 1  
 Run Date : 2017-10-27  
 Run Time : 19.35.40

PAYEE	VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT MTD	PAY CYCLE	SEQ NBR	STAT
A+ SUPERIOR SANITATION	00034631		0000007304	01.0-81500.0-00000-81100-5810-1000000				04/18	190.00						
							Total		190.00	190.00	24139307	CHK	PAYOUT	7732	
Antelope Valley Airport Expres	00034634		0000007545	01.0-07230.0-11100-40000-5810-7000150				04/18	1221.50						
	00034635		0000007544	01.0-07230.0-11100-40000-5810-7000150				04/18	919.50						
							Total		2141.00	2141.00	24139308	CHK	PAYOUT	7732	
AMERICAN MEDICAL RESPONSE	00034637		0000007554	01.0-00000.0-11100-40000-5810-7000150				04/18	300.00						
	00034638		0000007553	01.0-00000.0-11100-40000-5810-7000150				04/18	600.00						
							Total		900.00	900.00	24139309	CHK	PAYOUT	7732	
AUGMENTATIVE COMMUNICATION THE	00034628			01.0-65000.0-57500-11100-5810-1000150				04/18	310.00						
							Total		310.00	310.00	24139310	CHK	PAYOUT	7732	
DANCING FEET YOUTH BALLROOM	00034623		0000007403	01.0-00000.0-11100-10000-5220-4000150				04/18	900.00						
							Total		900.00	900.00	24139311	CHK	PAYOUT	7732	
EPIK ENGINEERING	00034626		0000007550	01.0-81500.0-00000-81100-5630-1000000				04/18	700.00						
							Total		700.00	700.00	24139312	CHK	PAYOUT	7732	
FAGEN FRIEDMAN & FULFROST, LLP	00034636		0000007540	01.0-00000.0-00000-71000-5810-1000000				04/18	23231.36						
							Total		23231.36	23231.36	24139313	CHK	PAYOUT	7732	
HOUGHTON MIFFLIN COMPANY	00034629			01.0-00000.0-11100-10000-4100-1000000				04/18	548.00						
							Total		548.00	548.00	24139314	CHK	PAYOUT	7732	
MAGIC TOUCH REPAIR, INC	00034633			01.0-81500.0-00000-81100-5810-1000000				04/18	99.00						
							Total		99.00	99.00	24139315	CHK	PAYOUT	7732	
PROTECTION ONE	00034627			01.0-00000.0-00000-81000-5810-1000000				04/18	45.20						
							Total		45.20	45.20	24139316	CHK	PAYOUT	7732	
Staples Advantage	00034639			01.0-00000.0-11100-10000-4310-4000150				04/18	994.76						
	00034640		0000007465	01.0-00000.0-11100-10000-4310-7000150				04/18	116.99						

4

Report Id : LAAP029S1  
 District : 75309  
 Fiscal Year: 2018

ACTON AGUA DULCE UNIFIED (Bank Acct: ACTN)  
 COMMERCIAL WARRANT REGISTER  
 Voids Date :2017-10-27 Issue Date :2017-10-30

Page No : 2  
 Run Date : 2017-10-27  
 Run Time : 19.35.40

PAYEE	VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
	00034640		0000007465	01.0-00000.0-11100-10000-4310-7000150				04/18	46.87					
	00034640		0000007465	01.0-00000.0-11100-10000-4310-7000150				04/18	47.83					
	00034640		0000007465	01.0-00000.0-11100-10000-4310-7000150				04/18	39.89					
	00034640		0000007465	01.0-00000.0-11100-10000-4310-7000150				04/18	10.34					
	00034640		0000007465	01.0-00000.0-11100-10000-4310-7000150				04/18	78.40					
	00034641		0000007510	01.0-00000.0-00000-27000-4350-6000150				04/18	93.26					
Total									1428.34	1428.34	24139317	CHK PAYOUT	7732	
SOUTHERN CALIFORNIA EDISON CO.	00034630		0000007315	01.0-00000.0-00000-82000-5520-1000000				04/18	28372.83					
Total									28372.83	28372.83	24139318	CHK PAYOUT	7732	
THE R GROUP, LLC	00034632			01.0-62300.0-00000-81100-5810-1000000				04/18	2565.00					
Total									2565.00	2565.00	24139319	CHK PAYOUT	7732	
TIME WARNER CABLE	00034624		0000007270	01.0-00000.0-00000-82000-5910-1000000				04/18	2135.00					
	00034625		0000007270	01.0-00000.0-00000-82000-5910-1000000				04/18	2135.00					
Total									4270.00	4270.00	24139320	CHK PAYOUT	7732	
Vavrinek, Trine, Day & Co., LL	00034642			01.0-00000.0-00000-72000-5810-1000000				04/18	7650.00					
Total									7650.00	7650.00	24139321	CHK PAYOUT	7732	
REGISTER TOTAL AMOUNT		Issues :	73,350.73		Voids :		0.00		Net Disbursed :		73,350.73			
SYSTEM WARRANTS ISSUED	15	From	24139307	To	24139321	Total number of vouchers :				20	Number of Vouchers Audited		0	
MANUAL WARRANTS ISSUED	0	From		To										
NUMBER OF VOIDS	0													
SYSTEM WARRANTS ISSUED MTD	149	MANUAL WARRANTS ISSUED MTD				0	WARRANTS VOIDED MTD				2			
SYSTEM WARRANTS ISSUED YTD	571	MANUAL WARRANTS ISSUED YTD				0	WARRANTS VOIDED YTD				5			
Fund Summary	Issues	Voids												
01.0	73,350.73	0.00												

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

5

AGREEMENT

This Agreement is made this 9 day of Nov., 2017, by and between Acton-Aqua Dulce, with an address located at 32248 Crown Valley Rd. Acton ("School" or "District"), the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089 ("USC") and 2U, Inc., a Delaware corporation with an address located at 7900 Harkins Road, Lanham, MD 20706 ("2U"), acting on behalf of USC.

WHEREAS, USC offers masters degree programs to its students in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, 2U supplies the technology platform that enables delivery of the USC Rossier Online programs, facilitates online student and faculty interaction, and provides other support services to USC; and

WHEREAS, USC may fulfill its obligations set forth below with respect to the online program through 2U and 2U's provision of support services to USC;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more teacher candidates as Observation Students, Research Students and/or Student Teachers. The School/District shall facilitate opportunities for Observation Students and Research Students to observe School/District students, and/or Student Teachers to teach well-planned lessons mediated by Guiding Teachers (defined below), all to occur during the School's/District's operating hours. Opportunities may also include interviewing teachers, school leaders, students and other members of the school community.

2. Placement Opportunities.

(a) USC will request placements for its students. Each request shall identify the particular student (or, for groups of students, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the student group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC (including through 2U).

(b) USC shall identify prospective Observation Students to the School/District for potential placement (e.g., recess observation, lunchtime interactions, interactions with parents/teachers, etc.) within the School/District including assignment to a teacher of record. USC shall supply the prospect's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Observation Students, the length of assignments, and the distribution of assignments.

(c) USC shall identify prospective Research Students to the School/District for potential placement (e.g., case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.) within the School/District including assignment to a teacher of record. USC shall supply the prospect's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Observation Students, the length of assignments, and the distribution of assignments.



(d) USC shall identify prospective Student Teachers to the School/District for potential placement (*i.e.*, "Guided Practice") within the School/District. USC shall supply the prospect's name, relevant background information and type of assignment appropriately matching the prospect's needs; and, in conjunction with the School/District as set forth in Section 3(a) below, recommend School/District teachers to be Guiding Teachers (as defined below) for such Student Teacher prospects. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of students it shall accept as Student Teachers, the length of assignments, and the distribution of assignments.

(e) The School/District agrees to use good-faith efforts to place teacher candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Observation Student, Research Student, and/or Student Teacher assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of teacher candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any teacher candidate for violation of the School's/District's regulations or for other reasonable cause in accordance with the School's/District's standard policies or practice.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School's/District's recommendations, USC's observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences ("Guiding Teacher").

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the teacher candidate (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Compliance.

(a) *Background Investigations.* (i) USC shall ensure that all Student Teachers being hosted by the School/District have completed a background check and received appropriate clearance(s) prior to commencing any assignment as a Student Teacher at the School/District. (ii) The School/District may impose requirements upon teacher candidates in addition to those referenced in Section 4(a)(i) above (the "Additional Requirements"). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional Requirements to teacher candidates, and shall advise teacher candidates to make any and all additional required submissions directly to the School/District. Upon notice to the teacher candidate, the School/District shall have the right to reject any teacher candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

(b) *Credential Seeking Candidates.* Any credential seeking USC Student Teacher shall be required to





sit for and pass applicable, state-specific, subject-specific exams prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher's completion of his or her guided learning assignment, USC or 2U shall pay an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher's guided learning assignment. The School/District agrees that USC/2U (as applicable) may require Guiding Teachers to submit reasonable documentation to USC/2U (as applicable) prior to USC/2U (as applicable) making payments hereunder.

(b) USC and 2U shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC/2U (as applicable) to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC/2U (as applicable) for any such payment(s). For the avoidance of doubt, in the event that USC/2U makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from this Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC/2U (as applicable) shall pay the corresponding honorarium on a pro rata basis.

(d) USC and 2U shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of this Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording pervasively throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any teacher candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require teacher candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to teacher candidates) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to teacher candidates in obtaining signatures on such forms.

7. No Employment Relationship of Teacher Candidates.

(a) Teacher candidates are students, and not employees of USC, 2U or the School/District. As such, they are not covered by USC's, 2U's or the School's/District's workers' compensation policies.

(b) Teacher candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC, 2U or the School/District. Teacher candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for teacher candidates to obtain and maintain personal liability insurance coverage. USC shall communicate to teacher candidates any such





School/District coverage requirements, provide reasonable assistance to teacher candidates in obtaining such coverage, and facilitate teacher candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

8. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any teacher candidate(s) upon program completion, but is under no obligation to do so. Should the School/District hire any teacher candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 8(b) shall survive the expiration or termination of this Agreement for any reason.

(c) Neither USC nor 2U shall request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC or 2U request any teacher candidate to share any protected School/District data (whether about School/District students or personnel) with USC or 2U.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

9. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

10. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

11. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC and 2U, their employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.



(c) Indemnification by 2U. 2U shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of 2U, its employees, agents or representatives.

12. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

13. Term, Termination and Renewal. The Term of this Agreement shall be from the date of the School's/District's signature set forth below through June 30, 2020. Unless any party terminates this Agreement pursuant to this Section 13, this Agreement shall automatically renew for successive one (1) year periods beginning each July 1<sup>st</sup> thereafter. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a teacher candidate pursuant to Section 2(e) above, the School/District shall permit current teacher candidates to complete the current school year at the time of any such termination.

14. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:*

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

(c) *If to 2U:* 2U, Inc., attention: Office of the General Counsel, attention: General Counsel, 2U, Inc.; 7900 Harkins Road, Lanham, MD 20706; Facsimile No. (240) 667-7844; *with a copy to:* Skadden, Arps, Slate, Meagher & Flom LLP, attention: Steven J. Daniels, Esq.; 920 N. King Street, Wilmington, DE 19801; Facsimile No. (302) 552-3240.

15. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill), from causes of action of any kind, including contract, tort or otherwise, even if the party at fault or in breach has been advised of the possibility of such damages.

16. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.



17. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by all parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the Parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents.

18. Waiver of Jury Trial. The parties hereby irrevocably and unconditionally waive any right(s) to trial by jury in any action or proceeding arising out of, in connection with or relating to this Agreement.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION</b>	<b>2U, INC.</b>
<b>Print Name:</b> _____	<b>Print Name:</b> _____	<b>Print Name:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Dated:</b> _____	<b>Dated:</b> _____	<b>Dated:</b> _____



**Resolution No. 17.18.07**  
**Governing Board of the Acton-Agua Dulce Unified School District**  
**Los Angeles County, California**  
**Establishing Procedure for the Appointment of a Provisional Board Member**

**RESOLVED**, by the Governing Board of the Acton-Agua Dulce Unified School District, County of Los Angeles, and State of California that:

**WHEREAS**, on or about October 12, 2017, Mark Distaso announced his intention to resign from the Board of Education effective December 14, 2017, and on or about October 13, 2017, the resignation was submitted in writing to the Los Angeles County Superintendent of Schools;

**WHEREAS**, Mr. Distaso's resignation will create a vacancy on the Governing Board 60 days after the submission of the resignation to the Los Angeles County Superintendent of Schools, or December 12, 2017;

**WHEREAS**, California Education Code section 5091 requires the Governing Board to, within 60 days of the vacancy or the filing of the resignation with the County Superintendent of Schools, either appoint a provisional Board member or call a special election to fill the vacancy created by the resignation of a Board member; and

**WHEREAS**, it is this Board's intent to appoint a provisional Board member and avoid the expense associated with a special election.

**NOW THEREFORE BE IT RESOLVED AND ORDERED:**

1. That the Board hereby determines to proceed by appointing a provisional member pursuant to Education Code section 5090 et seq., within 60 calendar days commencing October 13, 2017.
2. That the Superintendent, or his designee, is hereby directed to advertise the fact of the vacancy and the process for obtaining an application for service as a provisional Board member at least one time between November 10 and November 15, 2017, inclusive, in the following newspaper: *Country Journal* and *Acton Agua Dulce News*;
3. That identical application materials shall be offered to each interested person and shall be provided to any member of the public upon request;
4. That the deadline for submission of completed application materials shall be 4:00 p.m. on November 20 in the office of the Superintendent. No applications will be accepted or considered if they are received after 4:00 p.m. on November 20, 2017;
5. That applications will be time stamped and logged in as they are received by the Superintendent or his designee. The Superintendent's determination as to the time of receipt shall be final;

6. That upon closure of the application period, the Superintendent or his designee shall forward to each applicant information as to the time, date, and location of the meeting at which the Board will conduct interviews for the provisional appointment. Identical information shall be provided to each individual who submits a completed application;

7. That the Superintendent or his designee will review each application to determine whether the applicant meets the legal requirements for service on the Governing Board, i.e., is at least 18 years of age, a registered voter, and a resident of the District;

8. That the Superintendent or his designee will issue an announcement to the local newspaper of the number of applications received from qualified applicants, the applicants' names, and the date, time, and location of the Board meeting where these applicants will be interviewed by the Board;

9. That upon closure of the application period, the Superintendent or his designee shall forward to each Board member the applications received;

10. That the name of each applicant who is determined to meet the legal requirements will appear on the agenda of the meeting at which the interviews with the Board take place;

11. That any applicant who has been determined not to meet the legal requirements for the provisional appointment shall be permitted to address the Board during the public comment portion of that meeting;

12. That the Board shall, at a special meeting to be scheduled on or after all applications are received, or at such other or additional time(s) as the Board may determine in accordance with law, interview applicants, vote on a provisional appointee, and swear into office the selected individual;

13. That the Superintendent or his designee shall comply with the notice posting and publication requirements set forth in Education Code section 5092; and

14. That the Board delegates to the Superintendent all authority necessary and proper to accomplish the purposes of this Resolution.

The foregoing Resolution was considered, passed and adopted by this Board at its regular meeting of November 9, 2017, by the following vote:

Ayes, in favor:

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Noes, opposed:

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

By: \_\_\_\_\_

President, Governing Board of the  
Acton-Agua Dulce Unified School District

**Resolution No. 17-18.8**  
**Governing Board of the Acton-Agua Dulce Unified School District**  
**Los Angeles County, California**  
**Ordering a Special Election to Fill a Governing Board Vacancy**  
**and Providing Specifications of Election**

**RESOLVED**, by the Governing Board of the Acton-Agua Dulce Unified School District, County of Los Angeles, State of California that:

**WHEREAS**, on or about October 12, 2017, Mark Distaso announced his intention to resign from the Board of Education effective December 14, 2017, and on or about October 13, 2017, the resignation was submitted in writing to the Los Angeles County Superintendent of Schools;

**WHEREAS**, Mr. Distaso's resignation creates a vacancy on the Governing Board 60 days after the submission of the resignation to the Los Angeles County Superintendent of Schools, or December 12, 2017;

**WHEREAS**, California Education Code section 5091 requires the Governing Board to, within 60 days of the vacancy or the filing of the resignation with the County Superintendent of Schools, either appoint a provisional Board member or call a special election to fill the vacancy created by the resignation of a Board member; and

**WHEREAS**, it is this Board's intent to order an election to fill the vacancy until the expiration of Mr. Distaso's term in December 2018; and

**WHEREAS**, pursuant to Education Code section 5091(b), if the Board orders an election, it shall be held on the next established election date provided pursuant to Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code not less than 130 days after the order of the election; and

**WHEREAS**, pursuant to Elections Code section 1000(b), the next established general election date occurring at least 130 days from the date of this Order of Election is June 5, 2018; and

**WHEREAS**, pursuant to Education Code section 5304(a), it is the duty of the Governing Board to order elections as authorized by the Education Code; and

**WHEREAS**, the conditions prohibiting a special election to fill the vacancy under Education Code section 5093 do not apply.

**NOW THEREFORE BE IT RESOLVED AND ORDERED:**

1. That the foregoing recitals are true and correct.
2. That the Governing Board of the Acton-Agua Dulce Unified School District hereby determines to proceed by ordering a special election pursuant to Education Code section

5090 et seq., specifically section 5091(a)(1) in order to fill the vacancy created by Mr. Distaso's resignation.

3. That the Governing Board of the Acton-Agua Dulce Unified School District hereby orders an election to be called by the Los Angeles County Superintendent of Schools pursuant to Education Code section 5325 and consolidated with any and all elections also called to be held on June 5, 2018 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Acton-Agua Dulce Unified School District.
4. That the Governing Board of the Acton-Agua Dulce Unified School District hereby requests the Board of Supervisors to permit the Los Angeles County Registrar of Voters to provide any and all services necessary for conducting the election.
5. That pursuant to Education Code section 5322, the Governing Board of the Acton-Agua Dulce Unified District hereby orders an election to be held with the following specifications:
  - a. The election shall be held on Tuesday, June 5, 2018.
  - b. The purpose of the election shall be to elect a provisional Board member to complete the term of office of Mr. Distaso.
6. That the Board delegates to the Superintendent all authority necessary and proper to the accomplishment of the purposes of this Resolution.

The foregoing Resolution was considered, passed and adopted by this Board at its regular meeting of November 9, 2017, by the following vote:

Ayes, in favor:

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Noes, opposed:

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

By: \_\_\_\_\_  
President, Governing Board of the  
Acton-Agua Dulce Unified School District



## SUPERVISOR OF MAINTENANCE OPERATIONS

### CLASS DEFINITION:

Under the direction of the Superintendent, schedule, supervise and evaluate the daily maintenance, operations (custodial) and grounds programs of the District; perform related work as required; act as both an office and field (working) supervisor and, when necessary, assist in the actual performance of maintenance and operations activities.

Work days and hours may vary depending upon the needs of the District, which could entail, but are not limited to, "on call status", weekends and /or variances of shift hours.

### EXAMPLES OF DUTIES:

The tasks listed in this section are representative of duties assigned to positions in this class. This list is not intended to be an exhaustive list of all of the tasks assigned to positions in the class, and it is not expected that all of the tasks listed are necessary assigned to all positions in the class.

- Assist with the planning and organizing of maintenance and operations functions.
- Schedule, coordinate and directly supervise daily, long-term and preventative projects.
- Assist site administrators in planning, organizing, and supervising custodial functions.
- Assist the Superintendent in planning, budgeting and organization of the department. Provide written reports, estimates and proposals when required.
- Communicate with school and District Administrators requiring various needs, requirements and projects.
- Maintain accurate records of all maintenance service performed, scheduled, and requested.
- Maintain records on personnel and material costs of all activities of the department.
- Perform schedule inspections of all sites and report findings in writing to the site administration and Superintendent.
- Respond to calls regarding vandalism, break-ins, fires and other emergencies at District sites during off duty hours.
- Analyzes and determines future stock, materials and work force needs.
- Assist in the development and planning of in-service programs for maintenance and operations personnel. Conduct in-service program.
- Supervises and assists in the screening of employment applicants.
- Maintains District facility use calendar.
- Supervises and evaluates custodians and maintenance/custodian/groundskeepers.
- Other related duties and responsibilities as assigned.



## **QUALIFICATIONS:**

### **Knowledge of:**

- Methods, practices, tools, equipment and supplies used in building repair and maintenance work and in grounds keeping and custodial work.
- Construction, maintenance and operation of a school district or other similar organizations; repairs on various types of equipment including HVAC and sprinkler systems; general plumbing and electrical work.
- Building and safety regulations, rules and laws affecting the construction and repair of school buildings.

### **Ability to:**

- Formulate and carry out a program for the supervision of maintenance: prepare and present oral and written reports and keep records, train and instruct staff, schedule daily, long-range and deferred maintenance programs. Plan, coordinate and supervise the work of others.
- Establish and maintain both cooperative working relationships and good staff morale.
- Estimate costs of building repairs, alterations and maintenance work, and prepare accurate budget estimates. Interpret building plans and specifications.

### **License Required:**

Possession of a valid and appropriate California Driver's License; must be insurable and maintain insurability by the District's insurance carrier(s).

## **EDUCATION AND EXPERIENCE**

Any combination of training, education and experience which demonstrates possession of the knowledge and abilities stated above, and the ability to perform the duties of the position. Five years in custodial work, maintenance of buildings and grounds, and at least two years of supervisory experience. High school diploma or equivalent.

## **PHYSICAL ABILITIES AND WORKING CONDITIONS OF EMPLOYMENT**

The Physical Abilities and Other Conditions of Employment and the Associated Tasks listed in this section are representative of, but are not intended to provide an exhaustive list of Physical Abilities and Other Conditions of Employment and Associated Tasks which may be required of positions in this class.

Essential Job Functions:

- Visual ability to read handwritten or typed documents.
- Able to conduct verbal conversation.
- Able to hear normal range verbal conversation (approximately 60 decibels).
- Able to sit, stand, stoop, kneel, bend and walk.
- Able to sit or stand for sustained periods of time.
- Able to climb slopes, stairs, steps, ramps and ladders.
- Able to lift and carry up to 50 pounds.
  - Able to exhibit full range of motion for:
    - Shoulder external rotation and internal rotation
    - Shoulder abduction and adduction
    - Elbow and shoulder flexion and extension
    - Back lateral flexion
    - Hip flexion and extension
    - Knee flexion
    - Able to operate equipment in a safe and effective manner.
    - Able to demonstrate manual dexterity necessary to operate machinery.
    -

### **Terms of Employment:**

12 month position

Appropriate placement on Salary Schedule F

Board Approve: \_\_\_\_\_

**ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT**  
**2016-2017 Salary Schedule**  
**CONFIDENTIAL EMPLOYEE SALARY SCHEDULE F**

Range	Classification	Step I	Step II	Step III	Step IV	Step V	Longevity Steps			
							10yr Step VI	15yr Step VII	20yr Step VIII	
1	Transportation, Maintenance & Operations Secretary	\$ 3,101	\$ 3,257	\$ 3,420	\$ 3,594	\$ 3,774	\$ 3,963	\$ 4,161	\$ 4,369	
2	Accounting / Payroll Technican	\$ 3,290	\$ 3,452	\$ 3,627	\$ 3,809	\$ 3,996	\$ 4,196	\$ 4,406	\$ 4,626	
3	Budget Technician	\$ 3,290	\$ 3,452	\$ 3,627	\$ 3,809	\$ 3,996	\$ 4,196	\$ 4,406	\$ 4,626	
4	Superintendent's Secretary/ Human Resources	\$ 4,152	\$ 4,365	\$ 4,588	\$ 4,795	\$ 5,011	\$ 5,262	\$ 5,525	\$ 5,800	
4	Supervisor Maintenance & Operations	\$ 4,152	\$ 4,365	\$ 4,588	\$ 4,795	\$ 5,011	\$ 5,262	\$ 5,525	\$ 5,800	
5	Executive Assistant to the Superintendent	\$ 4,567	\$ 4,802	\$ 5,047	\$ 5,275	\$ 5,512	\$ 5,788	\$ 6,075	\$ 6,380	

Vacation: 20 days per year.

Sick Leave: 1 day per month; 6 days per year allowed for personal necessity (deducted from sick leave).

Benefits: Medical, Dental, Vision, Life insurance.

Longevity: After the 10th year of service salary will be increased 5%  
 After the 15th year of service salary will be increased 5%  
 After the 20th year of service salary will be increased 5%

Early Retirement: Medical insurance benefits at age 55 following 15 years of service.

Effective Date: July 1, 2016  
 Board Approved: June 22, 2017  
 Board Approved:



Executive Assistant to the Superintendent

**DEFINITION:**

Under the direction, performs highly complex and sensitive assistant and administrative duties directly supporting the Superintendent and the Board of Education.

**DISTINGUISHING CHARACTERISTICS:**

The Senior Executive Assistant – Office of the Superintendent reports directly to the Superintendent and is required to coordinate and organize meetings, activities and communications for the Superintendent or the Board of Education.

**SUPERVISION RECEIVED AND EXERCISED:**

Supervision is provided by the Superintendent.

**EXAMPLES OF DUTIES:**

This position description is intended to describe the general nature and level of work being performed by the employee assigned to the position. Depending on the area of assignment, duties may include, but are not limited to the following. This description is not an exhaustive list of duties, responsibilities, knowledge, skills, abilities, and working conditions associated with the position. Incumbents may be required to perform any combination of these duties. All requirements are subject to possible modification to reasonably accommodate individuals with disability.

- A. Coordinates and facilitates communications between the Acton Agua Dulce Unified School District and Board of Education. Superintendent, administrators, governmental agencies, legislators, dignitaries, school districts, the media, the public, and community organizations including contacts and information of a sensitive or confidential nature.
- B. Prepares, reviews, proofreads and processes Board reports, agendas, minutes, memos and other official and procedural items and distributes them according to laws, regulations, and policy.
- C. Attends Board of Education meetings; transcribe and edit minutes; maintains Board of Education minute books containing all Board minutes and documents required by law.
- D. Composes, formats, proofreads, and drafts correspondence on behalf of the Superintendent and/or the Board of Education.
- E. Explains and interprets information and responds to inquiries regarding AADUSD Board policies, procedures, and related information.
- F. Obtains and compiles information for report preparation from a variety of sources.
- G. Assists in the preparation, analysis and monitoring of the budget, travel requests.
- H. Communicates with the District's legal counsel on behalf of the Superintendent, as needed with respect to legal matters, board agenda items, and interpretation of State and Federal laws.
- I. Update State, County and District Rosters.
- J. Process election documentation in coordination with the Los Angeles County Office of Education and the Los Angeles County Registrar Recorder's Office.
- K. Maintains Board and/or executive calendar, including planning, scheduling, and coordination of meetings, engagements, and events, and makes travel arrangements.

- L. Inputs, extracts, and maintains data spreadsheets, databases, and computerized system.
- M. Maintains and organizes a variety of files and logs containing sensitive and confidential information.
- N. Prioritizes sorts and screens mail, emails, phone calls and assists visitors.
- O. Provides work direction and guidance to administrative support staff.
- P. Performs related duties as assigned.
- Q. Maintains the District Website and social media content.

**JOB REQUIREMENTS:**

**Knowledge of:**

- School district and district personnel office organization and objectives, policies, laws, rules and regulation
- State Education Code and California Code of Regulations
- Office management and business practices
- Computer applications, including Microsoft Office Word, Excel, Outlook, and Adobe Acrobat
- Correct English usage, spelling, grammar, and punctuation
- Complex recordkeeping involving a wide variety of items and activities

**Ability to:**

- Maintain a high level of care and thoroughness in handling the details of task
- Complete work assignments despite frequent interruptions
- Handle multiple tasks and perform with flexibility and adaptability
- Work independently to plan, organize, coordinate and prioritize workflow
- Show tact, discretion, and diplomacy
- Handle administrative details and emergency situations in a calm, tactful and diplomatic manner
- Verify, sort, and organize data and information; make arithmetic calculations with speed and accuracy
- Accurately format and edit keyboarded material using standard computer hardware and software
- Stay up to date on changes processes, practices, and technologies
- Understand and carry out oral and written directions
- Establish and maintain professional, cooperative, and effective working relationships
- Communicate clearly and concisely, both orally and in writing

**EDUCATION AND EXPERIENCE:**

Graduation from high school or equivalent; five (5) years of responsible administrative or office leadership experience, including two (2) years of employment with a public school district administrator.

**PHYSICAL DEMAND:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee is occasionally required to stand; walk; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

Work Year: 12 months

Status: Classified Administrative Position

Salary Schedule F

Board Approved: \_\_\_\_\_

**ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT**  
**2016-2017 Salary Schedule**  
**CONFIDENTIAL EMPLOYEE SALARY SCHEDULE F**

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Early Retirement: Medical insurance benefits at age 55 following 15 years of service.

Effective Date: July 1, 2016  
Board Approved: June 22, 2017  
Board Approved:

**EMPLOYMENT AGREEMENT**  
**ASSISTANT SUPERINTENDENT OF PERSONNEL/EDUCATIONAL SERVICES**  
**AMANDA FISCHER**

This Agreement is entered into the 26th day of October 2017, between the Board of Trustees ("Board") of the Acton Agua Dulce Unified School District ("District") and Amanda Fischer ("Assistant Superintendent").

Amanda Fischer shall serve as the Assistant Superintendent of Personnel/Pupil Services under the direct supervision of the Superintendent.

**I. Term of Contract**

The term of the Agreement for Amanda Fischer to serve as Assistant Superintendent will be from \_\_\_\_\_, 2017, through June 30, 2019, subject to the terms and conditions hereinafter set forth.

The Board may extend the term of this Agreement for additional periods of one or more years consistent with applicable law.

**II. Compensation**

The Assistant Superintendent's annual salary for the 2017-2018 school year is \$159,762.00, prorated based on the Assistant Superintendent's \_\_\_\_\_, 2017, start date. The annual salary will be prorated for any year in which the Assistant Superintendent works less than a full year.

Upon recommendation of the Superintendent and approval of the Board, the Assistant Superintendent's salary may be adjusted during the term of this Agreement by the same percentage, if any, applied to the salaries of other management employees, with the same effective date. Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment and shall become a part of this Agreement, but any failure to attach the adjustment salary amount as an amendment shall not affect the validity or amount of any such adjustment. The Board reserves the right to increase the annual salary of any or all the years of the Assistant Superintendent's contract. Any such amendment shall be ratified and reported in open session at a regularly scheduled Board meeting in accordance with applicable law.

**III. Duties**

The Assistant Superintendent shall perform all duties in accordance with the laws of the State of California, the rules and regulations of the District and the California State Board of Education, and the position description for the Assistant Superintendent. All duties legally delegated to the Assistant Superintendent are to be executed in accordance with the policies adopted by the Board.

**IV. Sick Leave**

The Assistant Superintendent shall accrue sick leave at the rate of one day per month, per contract year. The sick leave may be accumulated without limit. Accrued but unused sick leave is not payable in cash upon separation from employment.

## **V. Work Year/Vacation**

The Assistant Superintendent shall render 12 months of full and regular service to the District in accordance with the District's standard work year during each annual period covered by this Agreement. The standard work year will routinely consist of 240 days of full and regular service (233 duty days per year and 15 vacation days). The work year is normally exclusive of Saturdays, Sundays, and those holidays specified in Education Code section 37220 when public schools are closed.

The Assistant Superintendent shall receive 15 days of paid vacation each fiscal year. The Assistant Superintendent shall accrue vacation at the rate of 1.25 days per month in each contract year. Vacation days shall be taken in the year earned, except up to 10 days of vacation may be carried over for use in the next fiscal year. The Assistant Superintendent shall not accrue more than 30 days of unused vacation. If the Assistant Superintendent accumulates more than 30 unused vacation days, vacation accrual shall cease until the Assistant Superintendent uses the earned vacation days in excess of 30 days. If, for any reason, the Assistant Superintendent is not able to take all or any part of the annual vacation during the fiscal year, the amount not taken shall be paid the Assistant Superintendent in cash at the end of the fiscal year at the then-effective salary rate. The vacation day cash-out does not apply to accrued and carried over vacation days. Additionally, in the event of termination of this Agreement the Assistant Superintendent shall be entitled to full compensation for accrued and unused vacation days at the salary rate then in effect. In no case will more than 30 days of unused vacation be paid out at the time of separation from the District, retirement or demise.

## **VI. Benefits and Reimbursements**

### **Health and Welfare**

The Assistant Superintendent shall be entitled to the same health, dental, and vision benefits provided to other District administrators. Benefits shall be provided to the Assistant Superintendent in the same manner and subject to the same limitations (e.g., co-pays, deductibles, and similar requirements) as other certificated management employees, as those benefits and limitations may change from time to time. The District shall contribute \$4,000.00 annually toward Assistant Superintendent's benefits. In the event the total premiums exceed the District contribution, the Assistant Superintendent will be responsible for the difference between the District contribution and the total premium cost.

Upon service retirement or disability retirement under CalSTRS or CalPERS, as applicable, the Assistant Superintendent, after reaching the age of 55 and having served in a full-time capacity for at least 15 years in the District, shall receive paid medical, dental, and vision benefits from one of the employee benefit plans then offered by the District at the same level and amount as currently provided certificated unit members. This benefit shall continue until the Assistant Superintendent reaches age 65 or is eligible for Medicare, whichever occurs first. All statutes applicable to sick leave, disability leave and retirement for certificated employees shall apply to the Assistant Superintendent.

### **Expense Reimbursements**

The District shall reimburse the Assistant Superintendent for actual and necessary business expenses, including transportation expenses, specifically, but not limited to, mileage reimbursement at the current federal mileage reimbursement rate, incurred within the scope of

the Assistant Superintendent's employment (excluding daily travel to and from work), so long as such expenses are permitted by District policy or incurred with prior approval of the Superintendent. For reimbursement, the Assistant Superintendent shall submit a monthly expense claim to the Superintendent in writing supported by appropriate documentation.

### **Membership Organization Dues Payment**

The District shall pay membership fees for the Assistant Superintendent in various professional organizations and committees and shall encourage the Assistant Superintendent to participate on professional committees. These shall include, but not be limited to annual membership fees for AASA, ACSA, CSBA, and such other memberships as may be approved by the Board.

### **VII. Professional Duties**

The Assistant Superintendent shall endeavor to maintain and improve professional competence by all available means, including joining and participating in appropriate local, state, and national professional educational associations and their activities, as well as workshops, visitations, and meetings. Prior approval of the Superintendent shall be obtained when the Assistant Superintendent plans to attend a function outside of the state or the expense to join an association or their activities, workshops, visitations or meetings is expected to exceed \$500. The District shall reimburse the Assistant Superintendent for all reasonable expenses incurred in connection with these activities, with prior approval as set forth above. With prior approval of the Superintendent, the Assistant Superintendent may undertake consultant work in other outside professional activities. All such work will be performed on days charged to the Assistant Superintendent's vacation time and must not interfere with the Assistant Superintendent's duties.

### **VIII. Evaluation**

The Superintendent shall annually evaluate the performance of the Assistant Superintendent and the working relationship between the Assistant Superintendent and the Superintendent. Evaluation criteria shall be based on District goals and objectives and agreed upon prior to the evaluation by the Superintendent and the Assistant Superintendent as authorized in District policy. The evaluation shall provide commendations in areas of strength, and provide recommendations for improving effectiveness. The annual evaluation will be in writing and completed by March 31 of each year unless the Superintendent and the Assistant Superintendent agree on another date. The Superintendent's failure to complete an evaluation during any school year, or failure to timely complete or its failure to implement an action plan, shall have no legal effect upon the Assistant Superintendent's continuing employment with the District or any other term of this Agreement.

### **VIII. Retirement or Termination of Contract**

#### **Termination by Mutual Consent**

This Agreement may be changed or terminated by mutual consent of the parties hereto provided, however, that the party seeking such change or termination shall give not less than 60 days' written notice to the other party.

#### **Termination for Cause**

This Agreement may be terminated by the Governing Board by majority vote for cause including, but not limited to, material breach of contract, grounds enumerated in Education Code



section 44932, or for the failure by the Assistant Superintendent to perform the duties and responsibilities set forth herein and in the position description of the Assistant Superintendent. In the event the Board terminates the Assistant Superintendent's employment for cause, upon written request by the Assistant Superintendent, the Board shall provide the Assistant Superintendent written reason(s) for its decision to terminate this Agreement. In such a circumstance, the Assistant Superintendent shall have a right to meet with the Board to discuss its decision to terminate. Such meeting with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law. Any decision by the Board to terminate the Assistant Superintendent shall be final.

### **Non-Renewal of Contract**

Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement or not to reemploy the Assistant Superintendent upon expiration of this Agreement pursuant to Education Code section 35031. In such event, the Superintendent shall provide the Assistant Superintendent with 45 days' written notice in advance of the expiration of the term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement.

### **Termination for No Cause**

If the Board, by majority vote, unilaterally terminates this Agreement prior to the end of the term without cause as described in "Termination for Cause" above, the Assistant Superintendent shall receive a cash settlement as described herein. The cash settlement the Assistant Superintendent shall receive shall be an amount equal to the Assistant Superintendent's monthly salary multiplied by the number of months left on the unexpired term of this Agreement. If the unexpired term is greater than 12 months, the cash settlement shall not exceed the monthly salary (i.e., base salary, exclusive of stipends, expense, incentives, and fringe benefits) of the Assistant Superintendent multiplied by 12. Payments made pursuant to this early termination provision shall be made in a lump sum payment or on a monthly basis, at the Board's discretion. The Assistant Superintendent shall be solely responsible for payment of any taxes that may be owed on such payment.

The parties agree that damages to the Assistant Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Assistant Superintendent, fully compensates the Assistant Superintendent for all tort, contract and other damages, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law.

The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq. If, during the term of the Agreement, statutory changes reduce the amount of cash payment the Board may pay the Assistant Superintendent for terminating this Agreement to less than 12 months' salary, the parties agree that this clause will incorporate then-current law with respect to such limitation.

### **Termination Due to Physical and/or Mental Condition**

Upon expiration of the Assistant Superintendent's entitlement to current and accumulated sick leave and differential leave, and upon written evaluation by a licensed physician designated by