

California K-12 and Community College School Construction and Citizens' Oversight Committees

Suggested Memorandum of Understanding Provisions

(Each Citizens' Bond Oversight Committee will form its own opinion as to which of these provisions are necessary, and most necessary, for it based on its evaluation of its own situation and its prospects for negotiation of the MOU with the District it is overseeing.)

1. The Citizens Bond Oversight Committee (CBOC) shall have its own legal identity, separate and detached from the K-12 or community college district (the "District") that it is overseeing.
2. CBOCs shall negotiate and execute a Memorandum of Understanding (MOU) between the CBOC and the District comprehending the responsibilities, powers, and structure of the CBOC and the District; the MOU shall be a legally enforceable contract and shall not be unilaterally amended. (For a District that does not have any outstanding Prop. 13 SCBs, and a CBOC will need to be formed following a school construction bond [SCB] ballot measure, the MOU may be negotiated by a committee of stakeholder organizations, such as those listed in item 5. below.)
3. Any amendments to the MOU shall require majority votes of CBOC and the District Board. The parties shall review the MOU at least every five years, commencing on the date of adoption of the original MOU, to determine if changes may be appropriate. MOU amendments may be proposed and considered at any time.
4. There shall be one CBOC for the District that shall have responsibility for all new construction, capital renewal and replacement, enhancement, and other capital project bond and other funding sources, regardless of the number of separate SCB ballot issues that may have been passed or may be passed in the future.
5. As the CBOC and District shall agree and include in the MOU, some or all CBOC Members may be nominated by stakeholder organizations, such as a taxpayer organization, senior citizen organization, Parent-Teacher-Student-Association, chambers of commerce, etc. The District shall appoint the individuals nominated by the stakeholder organizations if they meet the statutory requirements. The makeup of each CBOC shall, at a minimum, include those legally required by California Education Code §15282(a), but may include more Members as may be agreed by the parties. The District, including the governing board and District employees, has no authority to dismiss BOC Members until the end of their terms of service. As the parties may agree, Alternate Members (who serve as voting Members of the BOC in the absence of a Principal Member) may be allowed.

6. CBOC Members may serve up to three consecutive two-year terms if so nominated by the respective appointing authorities; Waivers for additional terms may be allowed by the State of California Board of Education upon request.
7. The CBOC shall have no role in the nomination and appointment of CBOC Members other than the ministerial action of notifying nominating agencies and the District of vacancies and upcoming vacancies on the CBOC, as responsibilities for this shall be agreed to between the parties.
8. The CBOC shall adopt its own By-Laws to regulate its own internal operation and functions, including officers, alternative members, meeting schedules, attendance, and other matters as it shall see fit; the CBOC By-Laws are not subject to adoption or modification by the District.
9. The CBOC is entitled to select and retain its own independent legal counsel, paid for by the District. CBOC legal counsel is responsible only to its client, the CBOC, and shall do no other work for the District. The CBOC may also, with the concurrence of the District, have additional staff or contractors working solely and/or jointly under the supervision of the CBOC.
10. As capital projects frequently have multiple sources of funding, including but not always limited to school construction bond funds, and it is frequently difficult and impractical to link specific project expenditures to individual funding sources, the CBOC shall have jurisdiction over all expenditures for all projects that receive school construction bond funds.
11. The CBOC shall remain in existence until the last dollar of bonds funds has been expended, the last audit report on such expenditures has been submitted and accepted, the last outstanding claim or legal action has been closed out, the last outstanding bond debt has been paid off, and the last CBOC report to the public is issued. The District shall not eliminate, reconstitute, or otherwise cause the CBOC to be changed unless and until all of these conditions have been met without the express consent of the CBOC and the MOU so modified.
12. The CBOC shall have access to all data, information, and reports held by the District it is overseeing, and its contractors and consultants, subject to legal privilege and the confidentiality of the procurement process.
13. The CBOC shall have access to all personnel of the District and those of contractors that are performing program and project management, planning, design, construction, administration, financial, and similar functions, subject to legal privilege and confidentiality of the procurement process. Access shall be arranged on a timely basis and to minimize disruption to the work of these individuals. The CBOC and CBOC Members have no authority to issue orders to any District or contractor personnel other than those the CBOC and the District shall agree will be performing the administrative functions of the CBOC.

14. Members of the CBOC and its representatives shall have the right to tour schools and construction sites. The parties will agree on prior notification for such visits. CBOC personnel shall follow all safety requirements for construction sites.
15. The CBOC shall have the right to review all capital improvement plans and make comments and recommendation on them to the District governing board before they are considered and approved by the board.
16. If the CBOC and the District so agree, the CBOC shall have the opportunity to review each, or selected, project(s) prior to its/their submission to the District governing board and make recommendations thereupon.
17. The CBOC shall participate in the audit planning and scope for all SCB audits, receive the audit reports in draft form and have the opportunity to comment prior to finalization, and shall receive all final reports.
18. The CBOC shall have the right to review all proposed new Bond Ballot Measures prior to their submission to the District governing board and may make recommendations to the governing board and the general public.
19. The CBOC shall have the right to review the organizational structure, processes, and systems for program and project management and associated procedures and how, and how well, these are implemented.
20. The Members (and staff, if any) of the CBOC shall have access to applicable training sessions; reasonable annual event fees and travel and subsistence for each CBOC individual shall be paid by the District as the parties shall agree.
21. The CBOC shall have the right to review and suggest scope and details of financial, compliance, program effectiveness and results, internal control, prospective analysis, grant, and system audits and reviews and shall receive notice of all such audits and reports performed on the District and shall have the ability to access all such reports, subject to legal privilege. The District shall make the audit management available to the CBOC as the CBOC may request, such as presenting the final reports at CBOC meetings.
22. The CBOC shall issue reports on its findings and activities on a regular basis, no less frequently than annually
23. The District shall provide for a CBOC website. The CBOC shall be determine what will be placed in its website.
24. Upon the request of the CBOC, the District shall provide the CBOC Chair and/or other person(s) designated by the CBOC a “time certain” to address the District Board on matters that the CBOC believes are of importance to the parties.