

California Associations of Bond Oversight Committees (CABOC)

**Large California K-12
School District
School Construction
Bond Citizens' Oversight Committees**

**Template for Long-Form
Memorandum of Understanding
Between
School District Board of Education
and
School Construction Bond Citizens' Oversight
Committee (CBOC)**

Introduction

This document was prepared by the California Association of Bond Oversight Committees (CABOC) to assist School Construction Bond Citizen Oversight Committees (CBOC) established by California Proposition 39 of 2000 and its implementing statutes (Education Code §§15278-82) to negotiate their Memorandum of Understanding (MOU) as a meaningful, legally enforceable contract with their K-12 School Districts or Community College Districts Boards of Trustees.

Besides this Long-Form MOU Template, CABOC has also prepared a Short-Form MOU Template that will likely be most useful for most CBOCs.

This template is based on the Memorandum of Understanding (MOU) between the Los Angeles Unified School District (LAUSD) and the LAUSD School Construction Bond Citizens Oversight Committee. It is used with the permission of the LAUSD BOC (the preferred term of the LAUSD BOC; hereinafter, “BOC” shall refer to the LAUSD BOC and “CBOC” shall refer to all others) and we thank it, and its members and staff, for their assistance in this matter. The current version of the LAUSD BOC MOU can be found at:

<https://www.laschools.org/bond/>

We also recommend the 21st Century School Funds’ booklet, *Citizen Oversight of Public School Construction Funds*:

<http://www.21csf.org/csf-home/Documents/CitizenOversight.pdf>

This template and *Citizen Oversight* cover much the same ground and most of the recommendations are similar. *Citizen Oversight* may be a more readable document for most than a template for a legal agreement, but the template includes references to California State statute. *Citizen Oversight* may also be useful to CBOCs as a document from another independent organization recommending strong CBOCs.

It is doubtful if very many non-LAUSD CBOCs will have a requirement for a MOU anywhere near as long, all-inclusive, and detailed as template that follows. However, many CBOCs are likely to have specific issues concerning their relations with their District where individual sections of this template may be useful. Reviewing the complete template prior to initiating negotiations with the District may serve as a useful checklist of potential issues to be discussed.

The division between larger and smaller is intended to be in regard to construction program size; it is anticipated that larger program will likely have larger and more active CBOCs. The distinctions are arbitrary and, of course, everyone is free to use either in any way they wish.

CABOC makes these templates available to all interested parties at no charge; if you are not a CABOC member and find these useful, we suggest that you consider becoming a CABOC member; our website is at:

<https://www.bondoversight.org/>

We strongly advise that the services of an experienced attorney be utilized in formulating each MOU and in negotiations of the terms with the K-12 District. CABOC will offer advice and counsel, if requested, but we are not, and do not practice as, attorneys and we assume no responsibility for MOUs that may be negotiated with School Districts.

Commentary and advice are shown in **bold** and should be deleted from actual contract documents, suggested contract terms and language is shown in normal font.

The purpose of an MOU is to establish a proper foundation for how a school district, its Board of Education and its professional leadership, and a CBOC should work together. The best time for a CBOC, or the forerunners of a CBOC, to negotiate is when the school district needs the CBOC; most notably, when the school district is presenting a bond measure to the public. Organizations that have an interest in well-functioning school districts, such as local taxpayers associations, chambers of commerce, parent-teachers associations, as well as those that have an interest in properly designed and constructed school capital programs and projects, such as construction contractors; construction trades; architecture, engineering, and planning associations; and others can form a joint working group to negotiate with school districts and elected politicians with the objective of having such external organizations endorse the bond ballot measure *if* – and only if – there is properly designed and implemented program/project management system and personnel, including a proper CBOC with real authority, as laid out in this document.

One key is to establish that the CBOC has its own, unique legal identity separate from that of the school district; that is the very basis of this document as no organization generally enters into contracts with itself. It is also key to establishing that the district and/or district board cannot unilaterally change the MOU.

Prior to beginning to customize a CBOC MOU or commencing negotiations with a school district for an MOU, interested parties should familiarize themselves with the specific State of California statutes that are on point, including Education Code §§15264-88 on “Stick Accountability in Local School Construction Bonds Act of 2000” and particularly §§15278-82 on Citizens’ Oversight Committees.

1. The Purpose of this Document

1.1. The (full name of school district) (“District”) and the (full name of CBOC) (the “Committee”) hereby adopt this Charter and Memorandum Of Understanding (hereafter “MOU”) to articulate the role, duties and purpose of the Committee, its place in the organization of the District, its relationship with the District, and the District’s commitment to provide the Committee with the resources, support and cooperation required to accomplish its mission.

1.2. This Charter supersedes the charter and memorandum of understanding previously adopted and dated **(if necessary to supersede any previous agreement, and/or any policy or board action that the District or Board entered into unilaterally)**.

2. The Mission and Purpose of the Committee

2.1. The shared vision of the Committee and the District is to build, modernize, repair, and maintain schools that promote the full development of the student; are educationally and environmentally sound; enhance their neighborhoods through design and programming as centers of community; provide for the safety and protection of students, district faculty and staff, neighbors, and visitors; and reflect the wise and efficient use of limited land and public resources.

2.2. The mission of a strong and independent Committee is to oversee the expenditure of money for the construction, repair, and modernization of schools by the District in accordance with California law and as required by (specific name and identification of all prior school construction bond ballot measures) and any subsequent District bond measure **(the intention is for there to be one, and only one, CBOC for all bond expenditures)** and any other funds, from whatever source, are used for the construction and modernization programs and projects **(the intention of the last is make it impossible, or at least difficult, for the district to divide projects and programs by funding source to avoid CBOC oversight; for example, if a district is building a new school and designates that the internet connections, computer equipment, and/or software will be funded by non-bond funds)**. The Committee is charged with the responsibility of communicating its findings and recommendations to the District and the public so that the school bond funds authorized by the District’s voters through (list of previous bond ballot measures) and any future District bond measures which require an oversight committee, are expended as the voters intended and comply with all applicable statutes, and that projects are completed wisely and efficiently.

2.3. Essential to these goals are meaningful and effective community and small business outreach, so that the District may maximize available resources and achieve its construction and modernization goals in a timely and cost-efficient manner. (The preceding is optional, of course, but has been found to encourage community involvement in the school construction program and other school affairs.)

3. Committee Membership **(The enabling legislation for CBOCs requires a minimum CBOC of seven members, including five that must have specific qualifications/ memberships, but there is no maximum on the number of CBOC members).**

The legislation also provides that the “... governing board ... shall ... appoint the members ...” of the CBOC. However, we strongly recommend that governing board should *not* be relied upon to select the members. Instead, we recommend that various non-K-12 parties at interest, such as those listed below *as examples, nominate* CBOC members which the governing board is contractually required to appoint. This process has precedent and has worked well for LAUSD for over two decades.

The MOU advocates should also consider residency requirements. There are no geographic requirements for CBOC members, no requirement that they live in the school district for the CBOC they are to be members of with the exception of the two “student parent” members, and even this is not absolute for a CBOC member parent who could be separated from the custodial parent. While there are good reasons for wanting CBOC members to live in the K-12 district, there are times when a desirable expert, such as representative of a chamber of commerce, professional construction organization, etc., might not live in the District. We make no recommendation other than the pluses and minuses of a residency requirement be understood.)

3.1. The membership of the Committee shall be as follows. The five members whose qualifications are dictated by Education Code §15282(a) are noted with a pound sign (#).

3.1.1. The Board of Education (Board) shall appoint one member nominated by the (specific name) Chamber of Commerce, a business organization representing the business community located within the school district (#).

3.1.2. The Board shall appoint one member who is active in and nominated by the American Association of Retired Persons, a senior citizens’ organization (#).

3.1.3. The Board shall appoint one member nominated by the (name of specific taxpayers' organization), a *bona fide* taxpayers' organization (#).

3.1.4. The Board shall appoint one member who is the parent or guardian of a child enrolled in the District (#).

3.1.5. The Board shall appoint one member who is the parent or guardian of a child enrolled in the District and active in a parent-teacher organization such as the PTA or schoolsite council (#).

3.1.6. (From here on, these are all optional; these are suggestions only) The Board shall appoint one member nominated by the (number of) District PTSA.

3.1.7. The Board shall appoint one member nominated by the American Institute of Architects, (name of) Chapter.

3.1.8. The Board shall appoint one member nominated by the Associated General Contractors of California, (name of) District.

3.1.9. The Board shall appoint one member nominated by the Mayor of the City of (name).

3.1.10. The Board shall appoint one member nominated by the Controller of the City of (name of city).

3.1.11. The Board shall appoint one member nominated by the (name of county) County Board of Supervisors from the Office of the County Auditor-Controller.

3.1.12. The Board shall appoint one member nominated by the (name of county or district) County Federation of Labor AFL-CIO.

3.1.13. The Board shall appoint one member who is nominated by the California Charter School Association (CCSA) who is not an officer, board member, or employee of CCSA or of a District Charter School or Charter School Group. **(The "Charter" school position was added when the percentage of students at LAUSD reached ~15% of the total; note the restrictions prohibiting persons who had positions that could reasonably be seen as a conflict because they were representing an organization that could get bond funding from LAUSD.)**

3.1.14. The Board shall appoint one member who is active in an organization that furthers the interests of early childhood education, to be nominated by a committee including representatives of the California Community Foundation, Los Angeles Universal Preschool, Preschool California, and Public Counsel Law Center. **(This was a “wild card” position that helped finalize a consensus.)**

3.2. The Committee members shall serve in accordance with the terms permitted by law. Following an absence of one year, any individual whose term has expired due to statutory term limits shall be eligible to serve again.

3.3. Members are expected to attend all meetings. If a member without good reason acceptable to the Executive Committee of the Committee fails to attend either (a) two or more consecutive meetings or (b) three or more meetings in a year, then the Committee shall define the member as inactive and shall inform the Committee of its action in accordance with procedure as established by the Committee. **(Getting CBOC members to actually attend is almost always an issue; some people quickly lose interest. As a practical matter, while there were multiple LAUSD BOC members who did not meet the attendance requirement over a period of decades, what happened was that, if a member wasn't attending, the BOC Chair would call or meet with the member and, if no improvement was going to be forthcoming, the member would “agree” to resign and would be asked to execute a resignation. That doesn't need to be in the MOU.)**

3.4. Alternates. Pursuant to a request from a nominating entity listed in section 3.1, above, an individual to act as an alternate for a member of the Committee shall be selected and appointed in the same manner as the primary member. There shall be no difference for purpose of Section 3.2, above, between an individual who has been a primary member, an alternate, or both. The alternate may attend meetings in place of the primary member when the primary member cannot attend. On those occasions when the alternate member attends meetings of the Committee, the alternate member shall be accorded all of the same rights and privileges as those accorded to the primary member except that if the primary member is the Chair, Vice-Chair, or Secretary of the Committee, then the alternate is not to act as the Chair, Vice-Chair, or Secretary. For example, if the Chair of the Committee does not attend a meeting and his or her alternate attends instead, the Vice-Chair would preside over the meeting, not the alternate of the Chair. If both the primary member and his or her alternate both attend a meeting of the Committee, only the primary member shall act as a member of the Committee for the time he or she is present. If an alternate is elected as an officer of the Committee, then the alternate shall become the primary member, after notification of the nominating entity.

5. If a nominating entity, as listed in §3.1 above, does not nominate a candidate within thirty (30) calendar days after Committee Staff has provided written notification of the need to do so, Committee Staff shall provide a second written notice to the nominating entity indicating that a candidate must be nominated within thirty (30) additional days or the nominating entity may be replaced. If the nominating entity fails to make a nomination within this extended time, or if a nominating entity notifies the District Board Secretariat in writing that it wishes to withdraw from being a nominating entity, then within two weeks of the end of that period, or the date of the notice of withdrawal, as appropriate, then the District Board President and the Committee Chair shall confer to propose a replacement nominating entity. The replacement nominating entity shall represent the equivalent interests of the entity being replaced and shall meet any applicable statutory requirements. The Members of the Board of Education and the Committee shall be notified, in writing, of the proposed replaced nominating entity and shall have thirty (30) calendar days to communicate a written objection to the proposed replacement nominating entity. If no Member communicates a written objection to the proposed replacement nominating entity to either the Board Secretariat or Committee Staff, as appropriate, within thirty (30) days, then the proposed nominating entity shall be confirmed as the new nominating entity and memorandum to that effect shall be placed on the Committee's website where this Charter is available to the public. If a Member does object, then the Board and/or Committee, as appropriate, shall vote to accept or reject the proposed nominating entity at its next meeting with a simple majority vote necessary to confirm and a memorandum regarding confirmation of the replacement nominating entity shall be placed on the Committee's website where this Charter and Memorandum of Understanding is available to the public. If the proposed nominating entity is rejected, then the Board President and Committee Chair shall confer again to propose a replacement nominating entity, taking into consideration the concerns stated by those Members voting to reject the previous proposed nominating entity. The process stated above will be repeated as required until a new nominating entity is confirmed. **(As should be obvious, the LAUSD BOC had a problem with one designated nominating agency that no longer was capable of doing the job of nominating and we were trying to come up with a method of getting a new nominating authority without having to bring an MOU revision before the BOC and the Board; this is obviously convoluted and result of a lot of back-and-forth, but it was eventually accepted by all – and it worked. Suggest trying for something similar, but simpler.)**

6. No employee or official of the District shall be appointed to the Committee. No vendor, contractor, or consultant of the District shall be appointed to the Committee. Committee members shall comply with the District's Conflict of Interest Code and abide by Article 4 and Article 4.7 of Division 4 of Title 1 of the Government Code. Former District employees or officials may only be appointed to the Committee after a separation period of at least two years.

7. Committee members are required to sign a conflict of interest statement and to disclose any potential conflicts that may arise in the course of their service.

4. Committee Governance

4.1. The Committee shall meet monthly or as the Committee shall deem necessary to conduct its business. (Frequency of meetings should be adopted to each K-12 District and should be coordinated with Board of Education meetings. Most CBOCs will find that monthly meetings are not required, but we suggest that all CBOCs should meet at least quarterly.) All Committee proceedings shall be open to the public except as necessary to consider legally privileged matters consistent with State law. Notice to the public shall be provided in the same manner as the proceedings of the Board.

4.2. The Committee shall maintain bylaws regarding its internal organization. Such bylaws shall include the following (To be customized for Each CBOC):

1. A majority of the active members of the Committee shall constitute a quorum.
2. Recommendations to the District to approve or disapprove a project must be approved by a majority of the active members of the Committee. Other recommendations may be approved by a majority of the active members in attendance, provided that there is a quorum.
3. A provision for electing a Chair and other officers.
4. A provision for an Executive Committee.
5. Committee Reports

5.1 The Committee shall issue regular reports on the results of its activities. A report shall be issued at least quarterly and shall include a statement of the Committee's year-to-date budget vs. actual expenses incurred. Minutes of the Committee's proceedings and all documents received and reports issued shall be a matter of public record and be made available at Committee meetings, with the exception of any documents that are protected by legal privilege or otherwise exempt from disclosure under the Public Records Act. Such minutes, documents and reports shall be posted on the Committee's website, which shall be provided and maintained by the District. **(Such reports are required, but the frequency is not stipulated. Language in the State Constitution, Article XIII A, §1(b)(3) suggests annually. If the CBOC has a good web site that includes the agenda packages and detailed minutes, that is a form of reporting to the public.)**

6. Commitment to the Committee **(These guarantees are very important, particularly access to information and individuals and provision of resources. This is written for the LAUSD program and will be overkill for almost every other K-12 District in the U.S.)**

6.1 The District acknowledges that effective oversight by the Committee is not only required by law but is essential to the District's ability to accomplish the construction, repair, and modernization of its schools. Therefore, the District commits to cooperate and coordinate with the Committee, and to provide it with access to information and with sufficient logistical support so that the Committee may effectively perform its oversight function. Further, the District will ensure that all District personnel are committed to open communication and the timely sharing of information and teamwork with the Committee.

6.2 (This following was a very key point for LAUSD that came out of a legal action; namely that the Board would not make a decision on committing bond funds until the BOC had the opportunity to review and make a recommendation – which is one of the main reasons that the LAUSD BOC met monthly, timed to get the BOC recommendation to the Board before the Board took action. This is a great control IF the CBOC is willing to do the work and IF the CBOC is allocated the resources to make it possible, but may be more than most CBOCs are able to accomplish – and the LAUSD BOC had its own staff.) The District agrees to include the Committee’s recommendations as part of the District’s documentation when a project(s) is prepared for the Board’s consideration for approval. The District agrees to track all recommendations made by the Committee and to report to the Committee whether the recommendation has been adopted by the District or rejected by the District (See below, the “minutes” of the Board Meetings were the form of the notice); or the status of the District’s consideration of the recommendation. (The following is specific to LAUSD; will need customization for all other Districts.) Tracking of Committee recommendations may be included as part of the Facilities Services Division’s (FSD) and other District Divisions’ progress reports to the Committee or as a separate written informational report to be provided to Committee Staff prior to each regular Committee meeting. Furthermore, promulgation of the Stamped Order of Business for Board meetings to Committee Staff shall serve as such notice.

6.3 At the Committee Chair’s request, the District agrees to provide a time certain (as in, the CBOC report to the Board will be scheduled at a specific time so that the CBOC representative will not have to wait for long periods) at Board meetings for the Committee Chair or a designated Committee Member to report on Committee matters to the District. (This turned out to be a very important power for the LAUSD BOC; one BOC Chair made a presentation to the Board every month, others “saved” this for specific items of importance, including making a presentation that stopped the Board from agreeing on an item well into the hundreds of millions of dollars. Many times, informing the Superintendent and the Board of the intention to bring up a matter at an open board meeting, with prior notice to press/media, was sufficient to produce a mutually agreeable result.)

6.4 The Committee will work with the District to help secure the necessary plans, professional staff, and management systems are in place to develop and complete projects wisely and efficiently. (As will be noted below, the LAUSD BOC had a staff and spent a lot of time doing “system” reviews, which often included looking into specific projects and actions. Most K-12 district CBOCs will not have staffs and, unless there are CBOC members with the right qualifications who are willing to do their own research, this power may not be utilized very often – but, it is a nice power to have in a pinch.)

6.4.1 The District agrees that responsibility within the District for implementation of the construction and modernization program funded by the bonds shall be vested in the Facilities Services Division, which shall be headed by a Chief Facilities Executive who shall report directly to the Superintendent, and that responsibility for the implementation of other bond funded programs not executed by FSD (such as Information Technology Division [ITD] and Transportation) shall reside with skilled personnel that are the respective Division Leaders. **(LAUSD has a total program well into the tens of billions of dollars and required a very large professional construction staff – which can be very difficult to do right in a K-12 organization; while this provision turned out to be very important for the LAUSD BOC, it will likely be overkill for smaller agencies.)**

6.4.2 Managers of the Facilities Services Division (FSD) shall have educational and employment experience comparable to that of persons with similar responsibility in the private sector. To ensure that the District employs managers of the Division who are so qualified, and because the required qualifications and responsibilities of the Managers of the Division are unique relative to those of other District classified positions, the Board shall, subject to the merit system provisions of the Education Code, no less than biennially, cause a survey of compensation of managers of major construction programs and managers of major public and private facilities in comparable locations across the United States in both the public and private sector, and the Board shall make a finding that the managers of the District's Facilities Services Division are being compensated accordingly at a level that will be competitive in the marketplace and thereby better ensure that the District will be able to continue to hire and retain highly qualified and experienced individuals to manage the bond-funded school construction and modernization program. **(Good idea, that was actually incorporated into bond ballot measures, but was never implemented.)**

6.4.3. The District shall provide the FSD with dedicated procurement, accounting, legal, information-technology, personnel, and other support services sufficient for implementation of the construction and modernization program funded by bond proceeds.

6.5 Subject to the availability of adequate resources from the District, the Committee will provide the District with independent oversight reports and evaluations by the Oversight Consultant, under the direction of the Committee. The Committee will report its findings and recommendations to the District and the public. **(With the size of the LAUSD construction program, a half-time BOC consultant was justifiable; while this could be also justifiable for other K-12s, getting the approval of the cost to do this could be difficult, to say nothing of the possibilities of reports that might not put the district in the best light.)**

6.6 In order to ensure the independence and effectiveness of the Committee, the District shall commission an unbiased, competent and independent review of the Committee's processes, including its utilization of staff, consultants, and counsel within five (5) years of the adoption of this MOU and within every five years thereafter. The scope of the review shall be based on applicable statutory requirements and the provisions of the MOU. **(Obviously, the importance of this clause is directly tied to the CBOC having such staff, and the number and costs thereof.)**

6.7 The District and the Committee agree that to ensure oversight by the Committee continues to be as effective as possible, the efficacy of this Charter and Memorandum of Understanding will be evaluated on a periodic basis and a formal review will be jointly conducted by the District and the Committee within five (5) years of the adoption of this Charter and Memorandum of Understanding and within every five years thereafter, immediately following the reviews stipulated in §6.6, to determine if any amendments to this Charter and Memorandum of Understanding should be made.

7. Access to Information **(The following worked well for the LAUSD BOC; most or all will likely be overkill for most CBOCs.)**

7.1 The District agrees to provide the Committee with the necessary information to engage in effective oversight, not hindsight. Receipt of timely and complete information is essential in order for the Committee to perform its duties.

7.2 All expenditures by the District of funds obtained through local bond proceeds authorized by (identify the specific bond issues), and any future bond measures which require an oversight committee, shall be subject to the review and oversight of the Committee, which shall review and report on all bond fund expenditures concerning whether the expenditures were made consistent with the purposes for which the bonds were authorized and otherwise made pursuant to a Strategic Execution Plan (SEP). The District may maintain separate SEPs for different bond-funded programs. The Committee will be entitled to access all information concerning bond-funded projects, programs, and activities not subject to legal privilege. The Committee has the responsibility to inform the public concerning the expenditure of bond proceeds in accordance with the provisions of Education Code §15278. **(SEPs worked very well for LAUSD; however, they are a lot of work and many agencies don't like them, both because of the work required – and because it makes it very easy to track how the organization is performing.)**

7.3 The Committee shall review annual, independent performance and financial audits of the bond fund expenditures and report to the public no less than once each year in which bond funds are being spent regarding the use of the funds. Furthermore, per Education Code §15280(a)(2), the Board shall provide the Committee with responses to any and all findings, recommendations, and concerns addressed in the audits within three months of receiving the audits. The Committee shall serve as the single statutory Oversight Committee for (identify the bond issues) and any future bond measures which require an oversight committee.

7.4 The Committee is entitled to information concerning bond-funded projects, programs, and activities, with the exception of legally privileged information such as information pertaining to litigation, personnel matters, confidential student information, labor negotiations, procurements in process and investigations of possible criminal activity. If the Committee finds it necessary to request legally privileged information, the District will consider on a case-by-case basis the balance between the Committee's need to know and the District's need and ability to protect its legal privilege. **(Very important requirement.)**

7.5 The District acknowledges its duty to gather, analyze and publish information necessary for the Committee and the public to understand the impact of the District's construction, repair and modernization plans, policies and practices on students and the community. This information will enable full and fair participation by all communities in the evaluation of the District's plans to build, repair and modernize schools.

7.6 The District agrees to present information concerning bond-funded projects, programs, and activities to the Committee, in the form of amendments to a Strategic Execution Plan (SEP), before the District commits itself to a course of action. **(This is how things got done at LAUSD and worked very well; particularly bringing every bond project before the BOC before it went to the District. As a practical matter, for over 98% of projects, the BOC recommendation was to approve the project. Most of the remaining projection had recommendations to approve with amendments or changes. A small number were not recommended, or recommended for better analysis and justification prior to consideration.)** If a project or any component thereof will result in an impermissible expenditure of bond funds, all parties agree that it should be discovered at an early stage. The Committee has the responsibility to recommend against the expenditure of bond funds when District does not provide adequate information for effective oversight, or when a project or program appears to be impermissible or imprudent.

7.7 The District shall maintain Strategic Execution Plans (SEPs) for the use of the bond proceeds, which shall include the program goals and principles, sources and uses of funds, deliverables, and associated project delivery schedules. The District agrees to provide the Committee with the opportunity to consider all SEP amendments prior to final action by the Board. All SEP amendments shall consist of a budget, scope and schedule and shall be considered in a public meeting at which taxpayers, parents, students, employees, other government agencies, community organizations, and business interests shall be afforded an opportunity to comment. Furthermore, on an annual basis, the District shall publish SEP documents that reflect changes, updates, and amendments and post it on the District's and Committee's websites. The updated SEP documents shall not include any projects and programs not already considered by the CBOC and approved

by the Board. **(Again, this worked very well for LAUSD; it is not the only way to properly control and oversee construction programs.)**

7.8 To support the Committee, and the legislature's intent for such a Committee, the District agrees to provide the Committee with regular updates, both written and in the form of presentations at public meetings, consisting of detailed information regarding progress made, significant schedule and budget variances, and changes in scope. Any significant changes in the scope and intent of a project shall necessitate a redefinition of a project and the presentation of an updated SEP amendment to the Committee for their consideration and subsequently to the Board for their approval.

7.9 Progress reports. Written progress reports shall be provided to the Committee by FSD and other District Divisions with significant bond work underway. The progress reports shall identify significant work underway and risks associated with the projects, key deliverables for major programs, program expenditures, progress on key milestones, recent bond related actions taken by the Board, and any other information requested by the Committee Staff. The frequency and contents of the progress reports shall be agreed upon by each District Division and Committee Staff and outlined in a written letter of agreement. The progress reports shall be posted on the District's and Committee's websites.

7.10 Project variance reports. Project variance reports, including project budget increases and schedule completion variances, and other information requested by Committee Staff, shall be provided by FSD and other District Divisions with significant bond work underway to the Committee Staff. **(This was a very useful process, but it took a lot of time and would likely be impossible to do, or do properly, without a CBOC staff.)** These reports shall be delivered in a timely manner and, as mutually agreed upon, are subject to changes in content and format from time to time depending on the focus, progress and stage of bond funded projects. If Committee Staff has questions or requests related to these reports, District staff shall provide detailed project specific information to Committee Staff upon request. The frequency of the project variance reports shall be agreed upon by each District Division and Committee Staff and outlined in a written letter of agreement.

7.11 If there are major events that could have significant impacts on the program, District staff shall report on them to the Committee as early as possible, even if it is not then practical to develop precise quantitative predictions of their impacts.

7.12 The District and Committee recognize that the Board priorities and focus change over time resulting in changes to bond funded projects and programs, and such changes may necessitate adjustments to the CBOC's focus as well. As such, no less than annually, Committee Staff shall meet with each Division with responsibility for the management and execution of an aspect of the District's bond program to review, and update as appropriate and necessary, the type, frequency, form and content of the various information reports provided. These agreements shall be outlined in a written letter of agreement between Committee Staff and District staff. **(Again, worked well for LAUSD, but required a lot of staff work; unlikely to be viable for smaller agencies.)**

8. Logistical Support from the District

8.1 The District agrees to provide the Committee with technical and administrative assistance and financial resources in furtherance of its mission and purpose. Financial support will not come from bond funds, except to the extent permitted by law. This assistance includes but is not limited to the commitment of sufficient staff time within the FSD, the Office of the Chief Financial Officer (CFO), and other District Divisions **(to be customized for each organization)** to prepare periodic reports that will show the Committee what projects are proposed, what each project is estimated to cost, when each project is scheduled to be completed, each project's current stage of completion, and the final cost of the project. District staff will assist the Committee and its representatives in the fulfillment of the Committee's mission and purpose, including the following:

8.1.1 A rational and timely audit system including annual financial and performance audits (as required by law), audits of bond-funded projects, programs, and activities (as outlined in the Inspector General's approved work plan **(LAUSD is almost unique in having its own Inspector General; however, many K-12 agencies have internal audit departments and many more should)**), process audits and other audits as mutually agreed upon by the District and the Committee. To the extent such audits may not, in the opinion of District bond counsel, be funded by bond proceeds, the District commits to making District funds available for such audits.

8.1.2 Providing staff and office supplies budgets sufficient for the Committee to prepare its agenda, distribute materials, prepare minutes, and publish and distribute quarterly reports. Staff shall include a Director and Administrator to assist the Committee. **(The LAUSD BOC had two full-time LAUSD employees that reported to, and worked solely for, the BOC; this is not likely to be done in most California CBOCs.)**

8.1.3 Providing an independent Oversight Consultant with a background and skills in construction planning, management, and oversight, responsible to the Committee, who can advise the Committee regarding methods the District is using or could be using to construct, repair and modernize schools. The Oversight Consultant shall be a contractor to and paid by the District but will be answerable and responsible only to the Committee. **(Again, while this was easily justifiable with a program that was over a billion dollars per year, it is far less likely to be achievable in most California K-12s.)**

8.1.4 Providing Independent Legal Counsel, responsible to the Committee, to advise the Committee on relevant legal issues and attend the Committee's public meetings. The cost for such Legal Counsel will be paid by the District but all legal privilege and client loyalty shall be accorded solely to the Committee. **(Of the four positions, this is arguably the most important; it is impossible for the interests of the CBOC to be properly represented by any attorney who does not work for the CBOC itself and is selected by the CBOC. This has worked very well for the LAUSD BOC for over two decades with an attorney that is as much business advisor as legal counsel. The LAUSD BOC legal counsel met the specific qualifications, namely considerable experience with California local governments, and was prohibited from doing any other work for LAUSD to maintain independence.)**

8.1.5 Broadcasting and recording Committee meetings with translators available at the meetings as needed and as available. The District Board Meeting Room will be available to the Committee for its meetings. **(Recommended if the District already does this for Board of Education meetings.)**

8.1.6 Maintaining a website on which the Committee can post relevant information. **(Recommended for all CBOCs; but requires that the CBOC Members agree to provide materials – such as CBOC agenda packages, CBOC meeting minutes, audit and other reports that come to the CBOC, etc. – and that the District staff be required to keep posting materials.)**

8.1.7 Providing a travel budget sufficient to allow each member of the Committee to attend one *bona-fide* conference or educational seminar related to California school facilities each year and to allow the Committee Chair or other Committee member to testify before a State authority if approved by a majority of Committee members.

9. District Handling of Committee Expenses **(This is obviously very specific to the LAUSD BOC; however, strongly recommend that the administrative processes be very carefully specified to avoid “we can't do that” reactions of staff.)**

9.1 In order for the Committee to function within the District budget, accounting, human resources, payroll, procurement, and other procedures and systems, the Committee must have an “identity” within the District chart of accounts, organization code, and other structures.

9.2 The Committee and the District’s CFO agree that the CFO will cause to be created a Committee “organization” within the organizational hierarchy of the CFO, directly “reporting” to the CFO. This Committee organization will have an annual budget assigned to it that will be adequate for the Committee to carry out its duties, responsibilities, and powers set forth in this Charter. It shall also have the ability to receive District staff services, engage and pay its independent legal counsel, consultant, and other contractors; to order and reimburse District organizations for services such as recording and televising Committee meeting, translation services, and security; to order office supplies and other materials, and to otherwise conduct its necessary business activities in its conduct of the activities included in this MOU.

9.3 The CFO, and his/her direct reports, will in no way have any control over or responsibilities for the actions and activities of the Committee. For human resources administrative purposes, District employees assigned as staff to the Committee will be considered as direct reports to the CFO, except that their employee evaluation reports will be prepared by the Committee Chair.

9.4 For those items that require District approval, shall be reviewed and considered in a timely manner by the CFO, or a person or persons designated by him/her. Invoices rendered by the Committee’s independent Legal Counsel, Oversight Consultant, and other contractors will be initially approved by the Committee Chair or, in the absence of the Committee Chair, the Vice Chair or other designated Committee member.

9.5 The Committee and Committee Staff will receive the same periodic reports, including those relating to budget and actual expenditures and other matters that all District organizational units receive. Documents relating to Committee transactions will be limited in distribution to those with a need to access them, consistent with the provisions of California statutes.

9.6 If the CFO has questions regarding any Committee financial transaction or activity, he/she will make inquiries of the Committee Chair or, in the absence of the Chair, the Vice Chair, in a timely manner, to resolve the matter.

9.7 With respect to any procurement for the Committee, the Committee must comply with all of the District’s policies and procedures for such procurements.

10. **Protocols with the Office of the Inspector General (On occasion, both the LAUSD BOC staff and OIG would have good reason to review the same action, so it was important to have an understanding as to how the two would interact. While there are not very many OIGs in California K-12 organizations, many school districts do have internal audit departments and, if there is a CBOC staff, or if CBOC Members decide to do their own field research, it would be good to arrange for a working agreement in advance of any such potential actions that could cause conflicts. This is likely far more detail than would be required in an MOU for any non-LAUSD District.)**

10.1 The Office of the Inspector General's (OIG) charter specifically authorizes investigations, including, where appropriate, investigations that could lead to criminal indictments. The OIG has the statutory authority to subpoena witnesses and compel the production of information and documents. The OIG's Office of Investigations is staffed with trained investigators, most of whom have law enforcement experience. The Committee does not have the resources to conduct investigations. Any and all matters that involve investigations are solely the responsibility of the OIG and the Committee shall not conduct investigations. If matters involving alleged or potential fraud, waste, misuse, or other matters that could lead to investigations become known to Committee members or staff, the information regarding these matters will be provided to the OIG in a timely manner. If requested by the OIG, the Committee will, to the best of its ability, provide information regarding investigations of other parties and provide other requested assistance where possible.

10.2 If there is a report or allegations of fraud, waste, misuse, or other matters with respect to bond funds pertaining to the Committee or the OIG, such report or allegations shall be referred to the Board President. The Board President shall, with the advice of the District's General Counsel, refer the item for investigation and action, as appropriate.

10.3 The OIG has statutory responsibilities regarding the confidentiality of its investigations and the results thereof. The Committee has no unique rights to any OIG investigation reports or information, other than as the OIG shall conclude are appropriate within its statutory responsibilities.

10.4 The Committee and the OIG share responsibility regarding the integrity of the systems District Divisions have implemented in furtherance of the District's bond activities that the OIG monitors through audits and other non-investigatory types of analysis. Information regarding such audits, studies, and reports arising therefrom are not statutorily confidential and, at the discretion of the parties, may be shared between them, but will generally become public documents only when completed in final form.

10.5 The Committee and the OIG will endeavor to keep the other informed of the scopes of their non-investigatory work through exchange of work plans and regular periodic meetings. Each shall attempt to avoid duplication of work performed, in progress, or planned, by the other without a compelling reason to do so.

10.6 Certain matters may arise which involve both investigations and audits; for example, a potential criminal investigation that centers on a weakness in internal controls. While the Committee has no role in such investigations until completed and properly publicized, if appropriate, and, to the extent practical without compromising its investigations, the OIG shall inform the Committee of its findings regarding internal control weaknesses and related matters. The Committee and the OIG shall, as appropriate in individual situations, meet and confer regarding work to evaluate and report on internal control and related matters, including which party should conduct such work, scope, and timing thereof.

10.7 The District will publicize the OIG's availability to investigate allegations of waste, fraud or abuse regarding the expenditure of local bond funds. Certain public audits or reports prepared by the OIG will be made available on the District's website. The Committee will provide oversight regarding the OIG's expenditures for conducting bond-related audits and any bond-funded investigations.

10.8 The OIG shall prepare its Annual Work Plan, including all proposed bond-funded projects, programs, and activities and present it to the Committee for its recommendations to the Board for its approval. The Annual Work Plan shall serve as the OIG's annual SEP update for the work anticipated for the upcoming fiscal year.

APPROVED AND DULY ADOPTED AS OF THE (date) BY:

(name of agency) Board of Education

(name of agency)

By _____

: By _____ :

President of the Board

Superintendent

(name of agency) Office of the Inspector
General (or Internal Audit Department)

(name of agency) School Construction
Bond Citizens' Oversight Committee

By _____

: By _____ :

Inspector General
(or Director of Internal Audit)

Chair of the Committee