

Memorandum of Understanding
Between
Governing Board of School District or
Community College

1. The Purpose of this Document

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

1. The MOU is a contract between the District and the CBOC. It may only be amended by a majority vote of the District Board members and the CBOC.
2. At least once every five years, beginning five years after the adoption of the original MOU, the parties shall review the MOU to determine if amendments may be in order. The MOU may be amended at any time by the joint action of the District Board and the CBOC.

2. The Mission and Purpose of the CBOC

2.1. The shared vision of the CBOC 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 the 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 CBOC is to oversee the expenditure of money for the construction, repair, and modernization of schools by the District by California law. The CBOC is charged with communicating its findings and recommendations to the District and the public so that the school bond funds authorized by the District’s voters are expended as the voters intended and comply with all applicable statutes and that projects are completed wisely and efficiently.

2.3. The CBOC shall exist until the last dollar of bond funds expended, the previous audit report on such expenditures has been submitted and accepted, the previous outstanding claim or legal action has been closed out, and the last report CBOC to the public has been rendered. 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 until the MOU has been so modified.

3. CBOC Membership

3.1. The membership of the CBOC shall be as follows. The five members whose qualifications are dictated by Education Code §15282(a) are noted with a pound sign (#). CBOC members need not be a resident of the district.

3.1.1. The Governing Board (Board) shall appoint one member active in a business organization (such as the Chamber of Commerce) (specifically representing the business community located within the school district or community college district. (#). “Active” means a current dues-paying member who attended at least one regular meeting before applying to the CBOC position in the last six months.

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

3.1.3. The Board shall appoint one member active in (name of the specific) *bona fide* taxpayers’ organization (#). “Active” means the current dues-paying member who has attended at least one regular meeting in the last six months before applying to the CBOC position.

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

For Community Colleges: Students currently enrolled and active in community college groups (#).

3.1.5. The Board shall appoint at least 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 school site council (#).

For Community Colleges: Member active in the support and organization of a community college or community colleges of the district (#).

3.1.6. Board shall appoint one member nominated by

3.1.7. The Board shall appoint one member nominated by _____

3.2. The CBOC members shall serve by the terms permitted by law. Following an absence of one year, any individual whose time 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 a good reason acceptable to the CBOC fails to attend either (a) two or more consecutive meetings or (b) three or more meetings in a year, then the CBOC may define the member as inactive, request the resignation of the inactive member, and shall inform the Board of its activities by the procedure as established by the CBOC. By Ed Code §15282. (a), CBOC members cannot be terminated involuntarily from their statutory two-year term.

3.4 No employee or official of the District shall be appointed to the CBOC. No vendor, contractor, or consultant of the District shall be appointed to the CBOC. CBOC 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, officials, or contractors may only be appointed to the CBOC after a separation period of at least two years.

3.5 CBOC 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.

3.6 The Members (and staff, if any) of the CBOC shall have access to applicable training sessions; the District shall pay reasonable annual event fees and travel and subsistence for each CBOC individual as the parties shall agree.

3.7 Staggered terms of CBOC service achieve continuity. To accomplish the initial staggered terms of service, the board must appoint half of the terms to a "minimum two-year term" and half to a minimum three-year term of service.

4. CBOC Governance

4.1. The CBOC shall meet monthly or as the CBOC shall deem necessary to conduct its business. All CBOC 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 CBOC shall maintain and amend the bylaws regarding its internal organization as it may find necessary. The bylaws shall be consistent with State statute requirements, other applicable laws, regulations, contracts, and this MOU. The CBOC bylaws are an internal document of the CBOC and are within the sole control of the CBOC.

5. CBOC Reports

5.1 The CBOC shall issue regular reports on the results of its activities. Minutes of the CBOC's proceedings and all documents received and reports issued shall be a matter of public record and be made available at CBOC meetings. Such minutes, papers, and reports shall be posted on the CBOC's website, which the District shall provide and maintain as the CBOC shall decide and direct.

5.2 Documents posted to the website shall be retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications. The CBOC shall approve the design of the website. A direct link shall be posted on the governing board's primary internet website or home page to the CBOC's website. The Board shall provide the CBOC control over their website to upload documents to that website promptly.

5.3 The CBOC generated bylaws shall be posted on the CBOC website maintained by the district.

5.4 The CBOC shall decide the contents of the CBOC website.

5.5 Draft minutes will be prepared by (specify district or CBOC).

5.6 Draft minutes of the CBOC meeting within two weeks after the meeting. The CBOC members should propose corrections to the minutes before the next meeting.

5.7 The CBOC should vote to approve or correct the minutes at the subsequent meeting.

6. Commitment to the CBOC

6.1 The District acknowledges that effective oversight by the CBOC 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 CBOC and provide it with access to information and sufficient logistical support so that the CBOC may effectively perform its oversight function. Further, the District will ensure that all District personnel and consultants are committed to open communication and the timely sharing of information and teamwork with the CBOC.

6.2 At the CBOC Chair's request, the District agrees to provide a time-specific board meeting for the CBOC Chair or a designated CBOC Member to report on CBOC matters to the District.

7. Access to Information

7.1 The District agrees to provide the CBOC with the necessary information to engage in effective oversight, subject to legal privilege and confidentiality of the procurement process. Receipt timely and complete information is essential for the CBOC to perform its duties.

7.2 The District agrees to provide the CBOC with access to its employee and contractor personnel the CBOC believes necessary to perform its responsibilities; access shall be arranged on a timely basis to minimize disruption to the work of these individuals.

7.3 The District agrees to provide access to all job sites, and other District facilities as the CBOC may find necessary to perform its duties. CBOC personnel shall comply with all safety and security procedures.

7.4 All expenditures by the District of funds obtained through local bond proceeds authorized shall be subject to the review and oversight of the CBOC, which shall review and report on all bond fund expenditures concerning whether the expenses were made consistent with the purposes for which the bonds were authorized. The CBOC is responsible for informing the public concerning the payment of bond proceeds by Education Code §15278.

7.5 The CBOC 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 CBOC with responses to all findings, recommendations, and concerns addressed within three months of receiving the audits.

7.5.1 The annual performance audit shall meet the requirements of the California *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, Appendix A* and the United States General Accountability Office, *Government Auditing Standards* Section 1.22 a., program effectiveness and results in audit objectives and c., compliance audit objectives.

7.5.2 The CBOC shall participate in the auditor selection process.

7.5.3 The CBOC shall have an entrance and exit conference for each audit.

7.5.4 The District shall provide the CBOC with draft and final copies of audits simultaneously as they are delivered to the District.

7.5.5 The CBOC shall participate with the District in annual auditor performance reviews

7.6 One CBOC will be established for all Proposition 39 bond measures. All expenditures for projects funded from Proposition 39 bond funds, including those funded from non-Proposition 39 funds, shall be within the purview of the CBOC.

7.7 The CBOC shall have the right to review all capital improvement plans and make comments and recommendations on them to the District governing board before they are considered and approved by the board.

7.8 If the CBOC and the District so agree, the CBOC shall have the opportunity to review each or selected project(s) before its/their submission to the District governing board and make recommendations thereupon. The CBOC shall have the right to review all proposed new Bond Ballot Measures before submitting to the District governing board and make recommendations to the governing board and the general public.

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.

8. Logistical Support from the District

8.1 The District agrees to provide the CBOC with technical and administrative assistance and financial resources to further its mission and purpose. Financial support will not come from bond funds, except to the extent permitted by law.

8.1.1 Provide Independent Legal Counsel, responsible to the CBOC, to advise the CBOC on relevant legal issues. The District will pay the cost for such Legal Counsel, but all legal privilege and client loyalty shall be sole to the CBOC. The CBOC shall select independent legal counsel by the district’s procurement procedure.

8.1.2 Record Committee meetings with translators available at the meetings as needed.

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

(name of agency)
Governing Board

(name of agency) Citizens’ Bond
Oversight Committee

By:

By:

Superintendent or CEO

President of the Board

Chairperson of the Citizens Bond
Oversight Committee