

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

Regular Meeting
May 8, 2013
5:30 p.m. – Closed Session; 6:30 p.m. – General Session
Support Services Center
2560 Skyway Drive, Santa Maria, CA 93455

The Santa Maria Joint Union High School District mission is to provide all students with an enriching high school experience that strives to enhance students' natural abilities, to promote the development of new capabilities, and to encourage the lifelong pursuit of wisdom and harmony as productive individuals in their community.

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.

Individuals who require special accommodations including, but not limited to, American Sign Language interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable time before the meeting date.

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CSBA

PROFESSIONAL GOVERNANCE STANDARDS

Adopted by the Santa Maria Joint Union High School District April 11, 2001

THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

To operate effectively, the board must have a unity of purpose and:

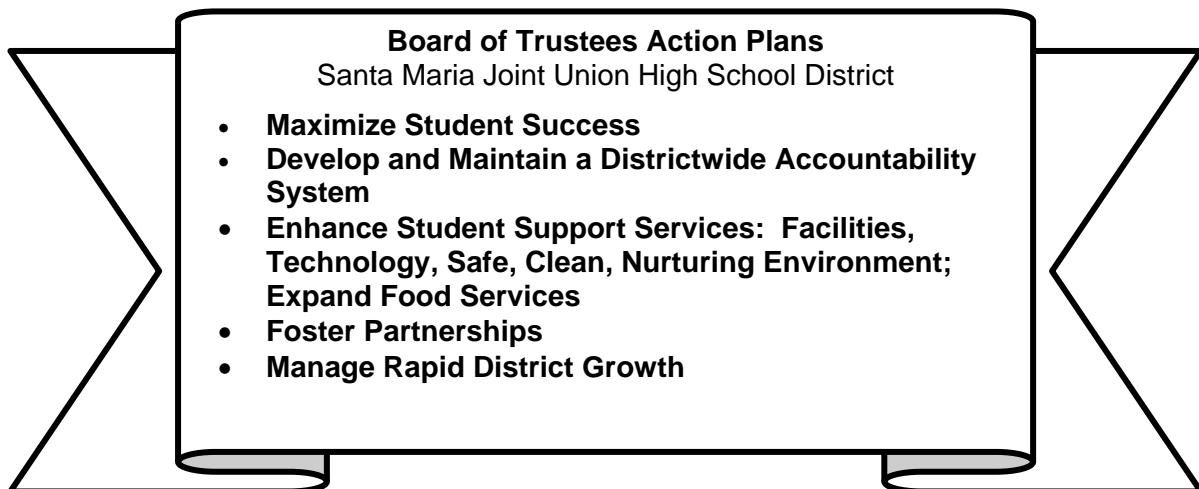
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take collective responsibility for the board’s performance.
- Periodically evaluate its own effectiveness.
- Ensure opportunities for the diverse range of views in the community to inform board deliberations.

THE INDIVIDUAL TRUSTEE

In California’s public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

To be effective, an individual trustee:

- Keeps learning and achievement for all students as the primary focus.
- Values, supports and advocates for public education.
- Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- Acts with dignity, and understands the implications of demeanor and behavior.
- Keeps confidential matters confidential.
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- Understands that authority rests with the board as a whole and not with individuals.



THE BOARD'S JOBS

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

Effective boards:

- Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- Adopt a fiscally responsible budget based on the district's vision and goals, and regularly monitor the fiscal health of the district.
- Ensure that a safe and appropriate educational environment is provided to all students.
- Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.

THE SUPERINTENDENT:

- Promotes the success of *all* students and supports the efforts of the Board of Trustees to keep the district focused on learning and achievement.
- Values, advocates and supports public education and all stake holders.
- Recognizes and respects the differences of perspective and style on the Board and among staff, students, parents and the community — and ensures that the diverse range of views inform board decisions.
- Acts with dignity, treats everyone with civility and respect, and understands the implications of demeanor and behavior.
- Serves as a model for the value of lifelong learning and supports the Board's continuous professional development.
- Works with the Board as a "governance team" and assures collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
- Recognizes that the board/superintendent governance relationship is supported by the management team in each district.
- Understands the distinctions between board and staff roles, and respects the role of the Board as the representative of the community.
- Understands that authority rests with the Board as a whole; provides guidance to the Board to assist in decision-making; and provides leadership based on the direction of the Board as a whole.
- Communicates openly with trust and integrity including providing all members of the Board with equal access to information, and recognizing the importance of both responsive and anticipatory communications.
- Accepts leadership responsibility and accountability for implementing the vision, goals and policies of the district.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

**Regular Meeting
May 8, 2013**

**Support Services Center
2560 Skyway Drive, Santa Maria, California 93455**

5:30 p.m. Closed Session/6:30 p.m. General Session

The Santa Maria Joint Union High School District mission is to provide all students with an enriching high school experience that strives to enhance students' natural abilities, to promote the development of new capabilities, and to encourage the lifelong pursuit of wisdom and harmony as productive individuals in their community.

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Individuals who require special accommodation including, but not limited to, American Sign Language interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable amount of time before the meeting date.

I. Open Session

Call to Order

II. Public Comments on Closed Session Items

At this time any member of the public may address the Board concerning the Closed Session Items. Testimony is limited to three minutes each person and fifteen minutes each topic. The Board President will, if appropriate, direct administration to respond in writing.

III. Adjourn to Closed Session

Note: The Board will consider and may act upon any of the following items in closed session. They will report any action taken publicly at the end of the closed session as required by law.

- A. Student Matters – Education Code Sections 35146 & 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. *NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.*
- B. Certificated and Classified Personnel Actions. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.
- C. Conference with Labor Negotiators. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

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D. Real Property Negotiations Update

IV. Reconvene in Open Session

Call to Order/Flag Salute

V. Announce Closed Session Actions

The Board will announce the following actions:

A. Student Matters – Education Code Sections 35146 & 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or and requests for re-admission. *NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.*

B. Certificated and Classified Personnel Actions. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources.

C. Conference with Labor Negotiators. The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).

D. Real Property Negotiations Update

VI. Presentations

A. Comprehensive Technology Audit Presentation (Larry Dragan)

B. Energy Update (Gene Overton)

VII. Items Scheduled for Information

A. Superintendent's Report

1. Recognition of Retirees (Tracy Marsh)

The Board recognizes the following certificated and classified retirees for their many years of service to the students in our district. The classified group represents a total of 120 years while the certificated group represents a total of 113 years.

Name	Assignment	Years in District
Jan Breit	Registrar II	22
Erma Estrada	Guidance Technician	34
Laura Loyd	Inst. Asst-Special Ed II	27
Pearl Romero	Inst. Asst-Special Ed I	37
Larry Kappen	Art teacher	24
Donna Phillips	Music teacher	16
Emma Rodriguez	Business teacher	39
Skip Sage	Science teacher	34

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- 2. Strategic Planning Update (Superintendent Richardson)
- B. Principal Reports
- C. Recognition of Student Board Representatives
- D. Student Reports: Daisy Cervantes-Soria, Delta; Raul Macias, Santa Maria; Stephany Rubio, Pioneer Valley; and Ryland Towne, Righetti.
- E. Reports from Employee Organizations
- F. Board Member Reports

VIII. Items Scheduled for Action

A. General

- 1. Classified School Employee Week

Resolution 26-2012-2013 declaring May 19 through May 25, 2013 to be Santa Maria Joint Union High School District's Classified School Employees Week. Since 1986, California has taken the third week in May to honor the invaluable contributions of classified school employees.

Resource Person(s): Tracy Marsh, Asst. Supt. of Human Resources

*** **IT IS RECOMMENDED THAT the Board of Education approve Resolution 26-2013-2013 as presented on page 4.**

Moved _____

Second _____

A ROLL CALL VOTE IS REQUIRED:

Dr. Karamitsos	_____
Dr. Reece	_____
Dr. Walsh	_____
Mr. Tognazzini	_____
Dr. Garvin	_____

REGULAR MEETING

May 8, 2013

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION 26-2012-2013**

**RESOLUTION DECLARING MAY 19 THROUGH MAY 25, 2013
TO BE CLASSIFIED SCHOOL EMPLOYEE WEEK**

WHEREAS, the varied and essential services provided by classified school employees are considered of great importance to the safety and welfare of the staff members and students of the Santa Maria Joint Union High School District; and

WHEREAS, these services are integral to an effective and successful instructional program; and

WHEREAS, classified school employees contribute to the excellence in education that is the hallmark of the high schools within the Santa Maria Joint Union High School District; and

WHEREAS, the skills, commitment, and cooperation that classified school employees consistently display are recognized by the educational community of the Santa Maria Joint Union High School District; and

WHEREAS, Santa Maria Joint Union High School District classified school employees are role models for District students preparing to become contributing and successful adults; and

WHEREAS, Santa Maria Joint Union High School District classified school employees are respected and appreciated by the Board of Education, administrators, teachers, students, parents, and the residents of the community.

NOW, THEREFORE, BE IT RESOLVED that the Santa Maria Joint Union High School District Board of Education hereby recognizes and honors the contributions of classified school employees to quality education in the State of California and the Santa Maria Joint Union High School District and declares the week of May 19 through May 25, 2013, be observed as Classified School Employee Week in the Santa Maria Joint Union High School District.

PASSED AND ADOPTED by the Board of Education of the Santa Maria Joint Union High School District, County of Santa Barbara, State of California, this eighth day of May, 2013.

SIGNED: _____
President of the SMJUHS
Board of Education

SIGNED: _____
Clerk of the SMJUHS
Board of Education

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2. Day of the Teacher

Resolution 27-2012-2013 declaring May 8, 2013 to be “Day of the Teacher” in the Santa Maria Joint Union High School District. This year’s theme is “California Teachers: Honoring the Past, Guiding the Future.”

Resource Person(s): Tracy Marsh, Asst. Supt. of Human Resources

***** IT IS RECOMMENDED THAT the Board of Education approve Resolution 27-2012-2013 as presented on page 6.**

Moved _____

Second _____

A ROLL CALL VOTE IS REQUIRED:

Dr. Karamitsos	_____
Dr. Reece	_____
Dr. Walsh	_____
Mr. Tognazzini	_____
Dr. Garvin	_____

REGULAR MEETING
May 8, 2013

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION 27-2012-2013

RESOLUTION DECLARING MAY 8, 2013
TO BE "DAY OF THE TEACHER"

WHEREAS, Santa Maria Joint Union High School District teachers provide an exemplary instructional program for District students; and

WHEREAS, Santa Maria Joint Union High School District teachers are dedicated to providing outstanding learning experiences for all students; and

WHEREAS, Santa Maria Joint Union High School District teachers have spent many years preparing for professions as educators and are continually updating professional skills; and

WHEREAS, Santa Maria Joint Union High School District teachers work to motivate students to achieve maximum potential; and

WHEREAS, Santa Maria Joint Union High School District teachers spend time after school, during evenings, and on weekends with tutoring, co-curricular and extracurricular activities, and parent conferencing; and

WHEREAS, Santa Maria Joint Union High School District teachers are committed to parent involvement and positive community activities; and

WHEREAS, Santa Maria Joint Union High School District teachers are role models for District students preparing to become contributing and successful adults; and

WHEREAS, Santa Maria Joint Union High School District teachers are respected and appreciated by the Board of Education, administrators, support staff members, parents, students, and the residents of the community.

NOW, THEREFORE, BE IT RESOLVED that May 8, 2013, be declared Santa Maria Joint Union High School District's "Day of the Teacher."

PASSED AND ADOPTED by the Board of Education of the Santa Maria Joint Union High School District, County of Santa Barbara, State of California, this eighth day of May, 2013.

SIGNED: _____
President of the SMJUHSD
Board of Education

SIGNED: _____
Clerk of the SMJUHSD
Board of Education

REGULAR MEETING

May 8, 2013

3. California Interscholastic Federation League Representation (CIF)

Education Code 33353(a) (1) gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues:

Athletic Directors

Joseph Graack
Eric Albright
Greg Lanthier

Santa Maria High School
Righetti High School
Pioneer Valley High School

Resource Person(s) Superintendent Mark Richardson

*** **IT IS RECOMMENDED THAT the Board of Education approve the district's designated representatives to the CIF league as presented.**

Moved _____ Second _____ Vote _____

4. Reclassification of Classified Employees

The district administration has met to consider and evaluate a reclassification recommendation per the CSEA contract Article XVIII. This recommendation is based on the requirements of SELPA to provide enhanced training for the assistants who support the therapeutic services to students in the Day Treatment Program. The administration is recommending the reclassification of classified positions as follows effective August 2012.

Current Classification	Current Range	Recommended Classification	Recommended Range
Inst. Asst.-Spec Ed CTE (two 6-hour employees)	16	Behavior Inst. Asst.-Spec Ed DT	18

Resource Person(s): Tracy Marsh, Asst. Supt. of Human Resources

*** **IT IS RECOMMENDED THAT the Board of Education approve the recommendations of the district administration as presented.**

Moved _____ Second _____ Vote _____

B. Business

1. Award of Bid for the 2013 District Copier Lease Bid

The administration opened bids on March 28, 2013 for the 2013 District Copier Lease Bid.

Bidder

Ultrex
Ricoh USA, Inc.

Base Bid

\$93,763.02
\$98,775.86

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After review of the two bids received by administration, Ultrex was determined to be the apparent low bid.

Resource Person(s): Yolanda Ortiz, Asst. Supt. of Business Services

***** IT IS RECOMMENDED THAT the Board of Education award the bid for the 2013 District Copies Lease to the lowest bidder, Ultrex to be paid from General Administration funds.**

Moved _____ Second _____ Vote _____

2. Award of Bid for Santa Maria High School - Roof Replacements, Rooms 611-614 (Project #13-145)

The administration opened bids on April 30, 2013 for the Santa Maria High School – Roof Replacements, Rooms 611-614 (Project #13-145). The bid recap and administrative recommendation follows:

<u>Bidder</u>	<u>Base Bid</u>
Derrick's Roofing.	\$71,760
Channel Islands Roofing	\$73,783

After review of the two bids received by administration, Derrick's Roofing was determined to be the initial apparent low bid; however two irregularities were identified in their bid package: failure to include required Re-cycled Content Certification and the Asbestos Free Certification. Channel Islands Roofing provided a complete bid package as specified.

Resource Person(s): Yolanda Ortiz, Asst. Supt. of Business Services

***** IT IS RECOMMENDED THAT the Board of Education find Derrick's Roofing bid non-responsive due to their failure to provide the Re-cycled Content Certification and the Asbestos Free Certification in their bid per specified requirements; and award the bid for the Santa Maria High School Roof Replacements and Rooms 611-614 (Project No. 13-145) to Channel Islands Roofing to be paid from Deferred Maintenance.**

Moved _____ Second _____ Vote _____

3. Award of Bid for Righetti High School – Roof Replacement, Greenhouse Restroom and Room 628 (Project #13-146)

The administration opened bids on April 30, 2013 for the Righetti High School – Roof Replacement, Greenhouse Restroom and Room 628 (Project #13-146). The bid recap and administrative recommendation follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Deck Plywood, per sq. ft.</u>	<u>Fascia Board, per lineal ft.</u>
Derrick's Roofing	\$24,000	\$3.20	\$9.50

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Channel Islands \$24,940 \$3.75 \$25.00
Roofing

After review of the two bids received by administration, Derrick's Roofing was determined to be the apparent low bid

Resource Person(s): Yolanda Ortiz, Asst. Supt. of Business Services

***** IT IS RECOMMENDED THAT the Board of Education award the bid for Righetti High School – Roof Replacement, Greenhouse Restroom and Room 628 (Project #13-146) to the lowest bidder, Derrick's Roofing to be paid from Deferred Maintenance.**

Moved _____ Second _____ Vote _____

IX. Consent Items

***** IT IS RECOMMENDED THAT the Board of Education approve the following consent items as presented.** *All items listed are considered to be routine and may be enacted by approval of a single motion. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon request of any member of the board and acted upon separately.*

Moved _____ Second _____ Vote _____

A. Approval of Minutes

April 17, 2013 - Regular Meeting

B. Approval of Warrants for the Month of April 2013

Payroll	\$5,126,599.04
Warrants	<u>1,694,627.84</u>
Total	<u>\$6,821,226.88</u>

C. Facility Report – **Appendix B**

D. Acceptance of Gifts

Pioneer Valley High School

Donor	Recipient	Amount
Gregory & Linda Dickinson	Papa "D" Memorial Scholarship	\$100.00
Dorothy Dickinson	Papa "D" Memorial Scholarship	100.00
Me-N-Eds Pizzeria	Band	<u>181.29</u>
Total Pioneer Valley High School		<u>\$381.29</u>

E. Student Discipline Matters

- Administrative Recommendation for Student Expulsion: Student #s 337198, 334212

F. Approval of SIPE JPA Agreement and Bylaws Revisions

REGULAR MEETING

May 8, 2013

The Santa Maria Joint Union High School District is a member of the Santa Barbara County Schools Self-Insurance Program for Employees (SIPE), a Joint Powers Agreement formed in 1976 for the purpose of providing management and payment of workers compensation claims for its members. The SIPE JPA Agreement and Bylaws were last updated in 1996.

Appendix C is the Executive Summary of Significant Changes and includes details of the revisions made to the JPA Agreement and Bylaws. The JPA Agreement and Bylaws revisions have been reviewed by the Santa Barbara County Education Office's legal counsel. These revisions must be approved by two-thirds of all SIPE member districts' governing boards by a majority vote. If the revisions are approved, they would go into effect July 1, 2013.

X. Open Session Public Comments

The public may address the Board on any matter (except personnel) concerning the District and not on the agenda. Note: The time limit to address the Board may not exceed three minutes. The Board is not required to respond to the Public Comment. The public may also address the Board on each item on the Agenda as the Board takes up those items. Persons wishing to speak should complete a blue request form and hand it to the Board secretary.

XI. Items not on the Agenda

Note: The law generally prohibits the Board from discussing items not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting safety of persons or property, or a work stoppage, or if the need to act came to the attention of the District too late to include on the posted agenda.

XII. Next Meeting Date

Unless otherwise announced, the next regular meeting of the Board of Education will be held on June 12, 2013. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at the Santa Maria Joint Union High School District Support Services Center at 2560 Skyway Drive, Santa Maria, CA 93455.

XIII. Future Regular Board Meetings:

July 10, 2013 (if needed)	October 9, 2013
August 14, 2013	November 13, 2013
September 11, 2013	December 11, 2013

XIV. Adjourn

May 08, 2013

CLASSIFIED PERSONNEL ACTIONS

Name	Action	Assignment	Site	Effective	Pay Rate	Hours
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.25 to 4
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	5.75 to 4
	Increase Hours	Food Service Worker I	RHS	4/22/13	9/A	2 to 3
	Layoff	Custodian	RHS	5/23/13	15/A	8
	Employ	Instructional Asst/Spec Ed II	PVHS	5/6/13	15/A	6
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.25 to 4
	Reemploy	Custodian	RHS	5/23/13	15/B	8
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.25 to 4
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.25 to 4
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.75 to 4
	Reduce Hours	Bus Driver	DO	6/16/13	18/D	4.5 to 4
	Employ	Food Service Worker I	PVHS	4/29/13	9/A	2
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	5 to 4
	Employ	Instructional Asst/Spec Ed II	RHS	4/29/13	15/A	6.5
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	6 to 4
	Employ	Instructional Asst/Spec Ed II	SMHS	4/29/13	15/A	6
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.25 to 4
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.25 to 4
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.75 to 4
	Reduce Hours	Bus Driver	DO	6/16/13	18/E	4.25 to 4
	Early Notification Bonus			5/31/13	\$500	
	Early Notification Bonus			5/31/13	\$500	
	Early Notification Bonus			5/31/13	\$500	
	Early Notification Bonus			5/31/13	\$500	

CERTIFICATED PERSONNEL ACTIONS

Name	Action	Status	Subject	Site	Effective	Salary	FTE
	Retire	Perm	Business	DHS	6/7/13	V, 22	1
	Employ	Temp	Social Sciences	RHS	2013/14	TBD	1

Appendix B

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT April 2013

1. Ernest Righetti High School Construction Projects

ERHS Demolition of Existing Greenhouse – Support Services

- Assessments for lead and asbestos are confirmed. The scope of work remains under development but will include hazard material removal and general demolition.
- Demolition activities are scheduled for summer 2013.

ERHS Portable Roof Replacement - Greenhouse Restroom, Portable 628 – Support Services

- A Notice Inviting Bids was issued April 10th. Bids are due April 30th with the results to be presented to the Board at the May 8th meeting.
- Construction is scheduled for summer 2013.

ERHS Mobile Book Storage – Westberg + White Architects

- The architect is continuing development of plans and specifications for DSA approval of the installation of a two-unit mobile book storage system to be installed in room 201 of the library building.
- Construction is scheduled for June or July 2013 pending DSA approval.

ERHS Mat Hoist – Westberg + White Architects

- Architectural reviews to determine structural and DSA requirements for installation of a mat hoist storage system in the gymnasium continue.
- Construction is estimated for July 2013 depending on receipt of DSA comments.

ERHS Portable 735 Removal and Relocation – Support Services

- The project scope will include disassembly, craning, and transportation. A Notice Inviting Bids scheduled for April issue was postponed pending final storage location determination.
- This bid will be conducted using internal procedures as the cost estimate is below the UCCAP informal bid threshold.
- Relocation is scheduled for summer 2013.

ERHS Fencing Replacement – Support Services

- The project scope will include installation of chain link fencing at various campus locations.
- Modification to fence height scope resulted in a lower estimated cost. This bid will now be conducted using internal procedures as the cost estimate is below the UCCAP informal bid threshold. The Notice Inviting Bids is now planned to be issued in mid May.
- Construction is estimated for summer 2013.

ERHS Paving – Areas J, I, and M – Flowers and Associates Consultants

- This project will include grind, overlay, and slurry seal at east end portable area and west end upper stadium access road. Bid documents are under development.
- The Notice Inviting Bids is scheduled to be issued in May. This will be bid under the UCCAP formal bid requirements.
- Construction is scheduled for mid summer 2013.

2. Santa Maria High School Construction Projects

SMHS 4 Portables South Campus Relocation – Rachlin Architects

- The final pay application and retention release are in process. The DSA closeout process continues through the Architect.

C2004 SMHS New Classroom Building at Broadway – Rachlin Architects

- The Final Mitigated Negative Declaration was approved and adopted by the Board at the April 2013 meeting.
- Reviews by the California Department of Education and Division of State Architect continue.
- The estimated construction start is adjusted to late summer 2013 pending receipt of DSA approval.

SMHS Portable Roof Replacement - 611, 612, 613, & 614 – Support Services

- A Notice Inviting Bids was issued April 10th. Bids are due April 30th; the results to be presented to the Board at the May meeting.
- Construction is scheduled for summer 2013.

SMHS Band Room Window Replacement – Support Services

- This project will include lead remediation, window removal, infill framing, and installation of new windows along the southern wall of the building. Bid documents are under development. A Notice Inviting Bids is scheduled to be issued in May.
- This will be bid under the UCCAP informal bid requirements.
- Construction is scheduled for summer 2013.

3. Pioneer Valley High School Construction Projects

C2004 PVHS Performing Arts Building – BCA Architects

- District Administration will be proceeding with a Lease, Lease-Back process. A final Architectural Services Agreement was modified to reflect the Lease, Lease-Back process.
- The selection process for potential contractors will begin in May. A revised project schedule will be developed by the architect.

PVHS Remediation Phase 3: Concrete Repair – Westberg + White Architects

- A Notice Inviting Bids was issued April 4th with bids originally due May 7th. Due to an error related to the contractor license noted in the publication, the bid was pulled, the license changed from a B to an A, and reissued with a new bid due date of May 14th. This will be bid under the UCCAP formal bid requirements.
- Construction is planned for summer 2013.

PVHS Fencing Addition – Northeast Corner

- The project scope includes installation of ornamental fencing to enhance safety and control of pedestrian traffic at the front of the campus. A Notice Inviting Bids is scheduled to be issued in May.
- Construction is planned for mid summer 2013.

4. New Facility

C2004 New Facility School CTE Component – Architect to Be Determined

- Direction related to this item is pending Board and District Administration programming determination. The District's realtor continues to search for potential properties.

5. District Wide and Support Services Center

District Wide Energy Upgrade – Johnson Controls Inc.

- Upgrade Work completed this period includes the lighting at the SSC.
- As noted previously, DSA emphasis on project closeouts may cause delay in plan approval at some locations. JCI and the District Facilities Department are continuing work with DSA representatives to determine the overall impact.
- Completion is dependent upon DSA approval, but is scheduled to occur in summer of 2013.

District Wide Project Closeout – Support Services

- Support Services personnel are working with DSA to determine a final list of outstanding project closeouts which are estimated to include 24 open projects. Consultants specializing in DSA closeouts are being contacted to determine availability and cost for support.

SSC Wall Crack Assessment and Repair – Support Services

- A consultant is being identified to perform assessments of concrete walls for cracks and required repairs. A project scope and schedule will be determined following the investigation.

SSC District Multiple Purpose Room – Architect Pending

- Support Services is reviewing the potential for development of a multiple purpose room to be used primarily for District staff trainings, meetings, etc. Project scope, schedule, and cost estimates are under review.

6. Summer Activities

District Wide Summer Projects Planning

- The Facilities and Maintenance Departments have completed the update process of the 5 year Facilities Project – Priority List in preparation of project scheduling through summer 2013. Fifty-seven activities were identified for completion during summer 2013. Similar activities will be combined by site into single projects for bidding purposes. Large projects will be tracked under the Facilities Report and smaller projects under Maintenance and Operations section.

Maintenance & Operations

PVHS

- Performed gopher abatement on playfields.
- Adjusted clocks for Daylight Savings time change
- Performed HVAC shutdown and startup for spring break..
- Installed new electrical service to the baseball field for pitching machines, public address system and future electrical needs.
- Installed communications cable for the green house to give students access to the internet for their projects.
- Repaired a water leak in the wall of the football stadium restrooms.
- Repaired the washer and dryer unit
- Painted the parking stripes in the administration front parking lot.
- Repaired a broken irrigation line in the Junior Varsity baseball field and leaking irrigation valve in front of the school.
- Provided support for more than 40 athletic events, including 13 baseball games.
- Setup events for outside groups, including Allan Hancock College conference and Special Olympics. (Photo)
- Diagnosed problems with the varsity baseball scoreboard. Completed repairs to the controller.
- Assisted ornamental horticulture class with irrigation installation.
- Replaced smoke detectors in the gymnasium lobby and ASB office.
- Repaired the pass through warmers in the cafeteria kitchen.
- Preventive work order hours – 39
- Routine work order hours – 62
- Total work orders completed – 83
- Event setup hours – 57

RHS

- Performed gopher abatement at Righetti High as well as Delta High. (Photo)
- Adjusted clocks for Daylight Savings time change.
- Performed HVAC shutdown and startup for spring break.
- Continued sprinkler repairs and installation of new water spigots along Bradley Road for the Agriculture Science students planting project.
- Removed sun shades on the west side of the gym to update the look of the building. (Photos)
- Replaced the large water heater in the science building.
- Replaced the door to the boys' restroom in the gymnasium foyer.
- Repaired the drinking fountains in the gymnasium.
- Completed the installation of intrusion locksets on all lever locks on campus. (Photo)
- Replaced a broken window in room 314.
- Lubricated and adjusted all doors in the gymnasium.
- Pressure washed the patio area over spring break.
- Cleaned carpets in five classrooms and administration.
- Stripped two tile floor classrooms over spring break.
- Replaced missing bull nose edge on choir room stairs.
- Provided setup for several events, including the College Fair, Band-O-Rama, a basketball team banquet.
- Prepared sports facilities for a variety of sporting events including volleyball, baseball, softball, tennis, track, and swimming.
- DHS – Cleaned all carpets.
- DHS – Aerated and fertilized lawn for spring growing season.
- Preventive work order hours – 125
- Routine work order hours – 103
- Total work orders completed – 125
- Event setup hours – 30

REGULAR MEETING

May 8, 2013

SMHS

- Performed gopher abatement on playfields.
- Adjusted clocks for Daylight Savings time change.
- Performed a water flow test for the new Broadway classroom project domestic water.
- Inventoried irrigation valve and sprinkler head information to be input into Rain Bird Maxicom computer program for the District's energy conservation program.
- Installed new lockers in the team room.
- Performed corrective repair work from the Williams Facility Inspection.
- Performed corrective repair work from the site safety inspection.
- Painted 16 portable classrooms on the south campus. (Photo)
- Performed HVAC shutdown and startup for spring break.
- Repaired the CO2 delivery system at the pool.
- Replaced rain gutters on six portable classrooms.
- Installed the first phase of intrusion locksets to improve lockdown security.
- Performed hydro-jetting of the storm drains around the Agriculture Science building.
- Replaced delaminating doors at room 341 in the small gymnasium.
- Completed installation of communication wiring for boilers that will be tied into the energy management system.
- Mapped sprinkler locations and flow rates for inclusion in the Rain Bird Maxicom irrigation control system.
- Scrubbed all tile floors during spring break.
- Cleaned the carpet in the library
- Provided setup for several events including Ballet Folklorico, staff development, STRS workshop, Spring Fair, Academic Awards Night, School Site Council, Future Farmers of America Boosters, International Women's Day, football meeting, Parent Board meeting, PIQE classes, and two banquets (wrestling and cheer).
- Prepared sports facilities for a variety of sporting events including volleyball, baseball, softball, track, and swimming (Photo)
- Preventive work order hours – 61
- Routine work order hours – 88
- Total work orders completed – 140
- Event setup hours – 109

Transportation

- Celebrated California School Bus Drivers' Appreciation Day. (Photos)

Energy Management

- Participated in Pioneer Valley High School's Earth Day Celebration. Gene Overton, Reese Thompson, and Steve Spratt (PG&E Account Executive) attended the lunch time displays with lighting examples, energy reduction charts, and lighted key fobs. Several students and teachers visited the display and exchanged good energy information. (Photo)

Graffiti & Vandalism

- | | | |
|--------|----|-----|
| • ERHS | \$ | 100 |
| • DHS | \$ | 0 |
| • SMHS | \$ | 200 |
| • PVHS | \$ | 0 |

Reese Thompson
Director – Facilities and Operations

Photo Gallery



PVHS Stadium – Special Olympics: The Big Event



ERHS – Eradicating Gophers Using The Latest Technology



ERHS Gym - Removing Sun Screens to Update the Look



ERHS Gym - Update in Progress



ERHS – Bernie Rayner and Erik Fulton Preparing Intrusion Locks for Installation



SMHS – New Paint for South Campus Portable Classrooms



SMHS - Robert Wallace Preparing the Varsity Baseball Field



Bus Driver Appreciation Day - The cooks are Having Fun



Hungry Bus Drivers are Serious about Their Food



PVHS Earth Day Celebration – Students Learn about the District’s Energy Program

**REGULAR MEETING
MAY 8, 2013**

APPENDIX C

2012/2013

**THE SANTA BARBARA COUNTY
SCHOOLS SELF-INSURANCE PROGRAM
FOR EMPLOYEES (SIPE) JPA AND
BYLAWS REVISIONS TO TAKE EFFECT
JULY 1, 2013.**



For Santa Barbara
County Schools

Vernon Sanborn
Safety Officer
Risk & Loss Control Manager



Member
National Safety Council

March 14, 2013

To: Santa Barbara County SIPE Members
From: Dr. Elizabeth Miller, SIPE President
Subject: SIPE JPA Agreement and Bylaws Revisions

The Santa Barbara County Schools Self-Insurance Program for Employees (SIPE) was formed as a Joint Powers Agreement in 1976 for the purpose of providing management and payment of workers compensation claims for its members, which includes most school districts in Santa Barbara County.

The JPA Agreement and associated Bylaws were last updated in 1996. The SIPE Board of Directors has determined to review these documents and update them for code and regulation changes and to make other necessary revisions. This has been a multi-year process and the revisions have been reviewed by the Santa Barbara County Education Office legal counsel and would go into effect July 1, 2013.

In order for the changes to be implemented, they must be approved by two-thirds of all member district governing boards by a majority vote at a regular or special board meeting. This approval may be accomplished by board action rather than resolution if your board policies allow. A roll call vote is not necessary unless your board policies require it.

Significant changes to the JPA Agreement and Bylaws are outlined in the executive summary below:

Executive Summary of Significant Changes

JPA Agreement

The Restated JPA Agreement now includes many of the sections that were previously in the Bylaws. These include the following:

- Section 3. Purposes of the Authority.
- Section 4. Powers of the Authority – three paragraphs have been consolidated into one paragraph.
- Section 5. Functions of the Authority – this is a new heading that includes some sections that were formerly under the “Powers of Authority” heading.
- Section 6. Parties to the Agreement.
- Section 7. Additional Members.
- Section 8. Board of Directors – officers of the Board of Directors shall be elected every two years rather than annually.
- Section 10. Powers and Duties of the Board - paragraph (r) has been added.
- Section 11. Meetings of the Board.
- Section 12. Fiscal Agent – paragraphs (e), (i) and(j) have been added.
- Section 13. Finance - Article IX, Funds has been incorporated into this section.
- Section 14. Investment of Surplus Funds.
- Section 15. Liability of Members and Board.
- Section 16. Withdrawal and Involuntary Termination – a Member district may be involuntarily terminated by a two-thirds vote of the Board of Directors present at a regularly scheduled meeting after a majority of the Board of Directors present has recommended termination at a prior regularly scheduled meeting. This clarifies the number of Directors and the process required for involuntary termination.
- Section 17. Termination of Authority.
- Section 18. Disposition of Property and Funds.
- Section 19. Member Borrowing – Member districts may borrow from their net equity balance rather than equity balance, and may borrow these funds for up to 120 days rather than 60 days.

Sections 20 Arbitration of Disputes and 24 Assignments have been added as new provisions to the JPA Agreement.

Dr. Elizabeth Miller
March 14, 2013
Page 3

JPA Bylaws

Because many of the provisions in the Bylaws have now been moved to the JPA Agreement, the number of Bylaws has been greatly reduced. The following changes have also been made:

- Article VI Duties of the Board of Directors – Numbers 11 and 12 have been added.
- Article VIII Finance – Under 5. Total Dissolution – Net Assets, Individual Member's Net Equity, and All Member's Net Equity have been defined.
- Article IX Business Ethics – This is a new article.
- Article XI Amendments – Under 2, proposed amendments may be approved by a majority of the Board of Directors rather than two-thirds of the SIPE Members.

Please return the attached Record of Vote page by June 30, 2013 and include the signed signature page of the JPA Agreement for your district if the revisions are approved by your board.

Return completed documents to:

Santa Barbara County Education Office
Attn: Bill Ridgeway
4400 Cathedral Oaks Rd.
Santa Barbara, CA 93110

Any questions regarding this information may be directed to Bill Ridgeway at the Santa Barbara County Education Office, 964-4711, ext. 5227.

Santa Barbara County Schools "SIPE"
Self-Insurance Program for Employees – Workers Compensation JPA
Record of Vote

The proposed revisions to the SIPE JPA Agreement and Bylaws, which would go into effect on July 1, 2013, are:

_____ Approved _____ Not Approved

By a vote of the Santa Maria Joint Union High School
District Board of Education. (district name)

Date of Board Meeting: May 8, 2013.

Name of Superintendent or Designee: Dr. Mark Richardson.

Signature of Superintendent or Designee: _____.

Signature Date: May 8, 2013.

Return to: Santa Barbara County Education Office
 Attn: Bill Ridgeway
 4400 Cathedral Oaks Rd.
 Santa Barbara, CA 93110
 No later than June 30, 2013

**RESTATED JOINT POWERS AGREEMENT OF SANTA BARBARA COUNTY
SCHOOLS SELF-INSURANCE PROGRAM FOR EMPLOYEES (“SIPE”)**

EFFECTIVE JULY 1, 2013

THIS RESTATED JOINT POWERS AGREEMENT amends and restates the Joint Powers Agreement captioned “SANTA BARBARA COUNTY SCHOOLS SELF-INSURANCE PROGRAM FOR EMPLOYEES” dated July 1, 1996, and all previous versions.

THIS AGREEMENT is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (commencing at Section 6500) of the California Government Code, relating to the joint exercise of powers, by and between the public educational agencies of Santa Barbara County (hereinafter referred to as “District” or “Districts”) signatory hereto, and also those public agencies which may hereafter become signatory hereto, for the purpose of operating a program to be known and designated as the Santa Barbara County Schools Self-Insurance Program for Employees, hereinafter referred to as “SIPE” or the “Authority.” The districts which are signatory hereto are hereinafter collectively referred to as “Members” and any one of them is hereinafter referred to as a “Member.”

WITNESSETH

WHEREAS, the Members have determined that there exists a need for Members to establish and operate a self-funded program for workers’ compensation which the Authority believes to be in the best interests of the participating Members; and

WHEREAS, the development, organization and implementation of such a program is of such magnitude that it is necessary for the Members to join together in this Joint Powers Agreement in order to accomplish the purposes hereinafter set forth; and

WHEREAS, it is the desire of the Members and in their best public interest, to jointly provide for a self-funded program for workers’ compensation for their mutual advantage and concern; and

WHEREAS, Title I, Division 7, Chapter 5 of the California Government Code authorizes two or more public agencies to agree to the joint exercise of any power common to them; and

WHEREAS, Education Code Section 17566 authorizes expenditures of school district funds for the purpose of self-funding against liability relating to workers’ compensation coverage for employees; and

WHEREAS, Education Code Section 17567 authorizes the governing board of two (2) or more school districts to establish a joint powers agreement for the purpose of

combining funds of the Member districts into one fund for the payment of workers' compensation claims:

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein, and in consideration of the execution of this Agreement by other public agencies, each of the parties hereto agrees as follows:

1. DEFINITIONS.

“AUTHORITY” shall mean the Santa Barbara County Schools Self-Insurance Program for Employees (SIPE).

“BOARD OF DIRECTORS” or “BOARD” shall mean the governing body of the Authority.

“BYLAWS” shall mean those duly adopted rules, procedures and practices for the governance of the Authority which implement the provisions of this Agreement.

“CLAIM FUND” or “FUND” shall mean the fund established and maintained out of the Members contributions to the Authority.

“DIRECTOR” shall mean a member of the Board of Directors.

“FISCAL AGENT” shall mean the entity appointed by the Authority to administer the fiscal and fiscal-related aspects of SIPE. The Santa Barbara County Education Office is the fiscal agent of Authority as of the effective date of this Agreement, and shall continue to so serve unless a different entity is substituted under the operative rules of the Authority.

“GOVERNING BOARD shall mean the Member’s Governing Body

“MEMBER” or “DISTRICT” shall mean any public education agency which has executed this Agreement and become a member of the Authority.

“OFFICER” shall mean the office of President, Vice President and Secretary/Treasurer.

“PUBLIC EDUCATION AGENCY” shall mean a school district, community college district (and auxiliary corporations), county board of education, superintendent of schools, or other joint powers agency comprised solely of local educational agencies.

“RESERVES” shall mean that part of the Member’s contribution held by the Authority to make future workers’ compensation payments as respects claims that have been incurred but are unpaid.

“SELF-INSURANCE” shall mean setting aside funds to pay for losses not covered by insurance.

“SIPE” shall mean the Santa Barbara County Schools Self-Insurance Program for Employees.

“TRUST FUND” shall mean those funds that are set aside by the Members and maintained by the Authority pursuant to Education Code Section 17566 and 17567.

2. ESTABLISHMENT OF THE AUTHORITY.

Pursuant to Title I, Division 7, Chapter 5, Article 1 (commencing at Section 6500) of the California Government Code, the parties to this Agreement have heretofore established a public agency, separate and apart from the parties hereto, to be known as the Santa Barbara County Schools Self-Insurance Program for Employees (SIPE). The restated terms of the SIPE contained herein shall be effective July 1, 2013. SIPE shall continue in effect until lawfully terminated.

3. PURPOSES OF THE AUTHORITY.

The Authority is established for the purposes of providing the services necessary and appropriate for the establishment, operation and maintenance of a self-funded program for workers’ compensation claims; and providing a forum for discussion, study, development and implementation of recommendations of mutual interest regarding self-insurance for workers’ compensation.

4. POWERS OF THE AUTHORITY.

The Authority shall have the power and authority to exercise any power common to the Members that are parties hereto, and to take all actions necessary to carry out the functions and objectives of this Agreement. Said powers shall be exercised in the manner provided by law and, except as expressly set forth herein, shall be subject only to such restrictions upon the manner of exercising such powers as are imposed upon Members in the exercise of similar powers.

5. FUNCTIONS OF THE AUTHORITY.

The functions and powers of the Authority shall include the following:

a. To provide to Members the capabilities for self-funding of workers’ compensation liabilities.

b. To provide a self-funded plan and system for workers’ compensation claims against the Members, whereby the Authority will pay or provide insurance, subject to any deductible amounts, and perform, or contract for the performance of the financial administration, policy formulation, claim service, legal representation, risk

management and other services as necessary for the payment and handling of all workers' compensation claims against Members as required by state law. Said payment and handling for any Member shall be for all workers' compensation claims filed against a Member during the period of membership in the Authority, which are not based upon facts occurring prior to membership that are known to a Member but not disclosed upon application for membership and accepted by the Authority. However, a Member shall be responsible for all associated costs in the event of a finding against a Member of serious and willful misconduct under Labor Code Section 4553 or discrimination under Labor Code Section 132(a). The Authority shall not pay or administer for a Member any workers' compensation claims which arise out of injuries occurring before membership or after termination of membership in this Authority.

c. To provide industrially injured employees of the Members all benefits required under the workers' compensation laws, except as stated above.

d. To pursue any Member's right of subrogation or third party liability when, in the discretion of the Authority, the same is appropriate. Any and all proceeds resulting from the assertion of such subrogation rights or third party claim shall accrue to the benefit of the Authority.

e. To establish and maintain a fund to pay self-funded losses.

f. To obtain excess coverage insurance in an amount to be determined by the Board.

g. To acquire, hold and dispose of property for the purpose of providing the membership with the necessary study, development, and implementation of a self-funded program for workers' compensation claims, including, but not by way of limitation, the acquisition of facilities and equipment, the employment of personnel, and the operation and maintenance of a system for the handling of the self-funded plan.

h. To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement.

i. To receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations, and any governmental entity.

j. To invest surplus reserve funds as deemed appropriate by the Board of Directors and in accordance with statute.

k. To provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding other programs of self-insurance.

l. To sue and be sued in the name of the Authority.

m. To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by law.

6. PARTIES TO THE AGREEMENT.

This Agreement shall be effective on July 1, 2013 upon execution by at least two-thirds (2/3) of the Member Governing Boards shown on the signature pages hereof. In the event of a reorganization of any Member participating in this Agreement, the successor(s) in interest to the obligations of such reorganized Member shall be substituted as a party to this Agreement.

7. ADDITIONAL MEMBERS.

Upon the approval of two-thirds (2/3) of the Board, following completion of the admission process which may be set forth in the Bylaws, any Public Education Agency may join the Authority and become a Member hereof by executing a copy of this Agreement. The Board shall determine the effective date of such membership. The Authority shall not be responsible for any workers' compensation liabilities incurred by a new Member prior to the effective date of membership, or for claims or potential claims that the new Member was aware of but failed to report in applying for membership.

8. BOARD OF DIRECTORS

a. The Authority shall be under the direction and control and governed by the Board.

b. Each Member of the Authority shall appoint to the Board one Director and may appoint one alternate Director. Both shall be designated by the Member's governing body or an elected superintendent. Only the appointed Director or alternate Director may represent a Member on the Authority Board.

c. Each Member shall have one vote, which may be cast only by the Director or by the alternate Director who is in attendance if the Director is absent. No proxy or absentee votes shall be permitted; however, the Bylaws may provide for participation at meetings by way of video-conferencing or conference calls subject to the conditions imposed by the Brown Act. A quorum for the transaction of business by such Board shall consist of no fewer than five (5) Directors (or alternate Directors). Except as may be otherwise provided herein or required by law, a vote of the majority of the quorum of the Board shall be required to transact business.

d. No one serving on the Board shall receive any salary or compensation from the Authority.

e. The Board shall elect a President, Vice President, and Secretary/Treasurer who shall each serve for a term of two years or until the office becomes vacant. In the absence or inability of the President to so act, the Vice President shall act as President.

9. BYLAWS.

a. The Authority shall be governed in accordance with the terms of this Agreement and the Bylaws, including any amendments to the Agreement or Bylaws that may from time-to-time be duly approved. Each party to this Agreement agrees to comply with and be bound by the provisions hereof and by said Bylaws, and further agrees that the Authority shall be operated pursuant to the Agreement and said Bylaws.

b. All Bylaw amendments must be approved by a majority of Directors (or alternate Directors) of the entire Board before the amendment shall become effective. Bylaw amendments do not require the approval of the Member governing boards. Bylaw amendments shall be binding upon all Members of the Authority. Procedures for amending the Bylaws may be as provided in the Bylaws so long as they are not inconsistent with this Agreement.

10. POWERS AND DUTIES OF THE BOARD.

The Board shall have the authority and the duty to exercise the powers of the Authority as set forth in Paragraphs 4 and 5 above. In addition, the Board shall have the following additional authority and duty:

a. Appoint or contract for a Fiscal Agent to administer SIPE in accordance with the provisions of this Agreement and the Bylaws. Any conflict regarding the exercise of any power as between the Board and Fiscal Agent shall be resolved in favor of the Board.

b. Provide for the management and operation of the Authority in a manner that is in the best interest of the Authority. This power shall include the power to retain and terminate accountants, auditors, actuaries, attorneys, consultants, claim administrators or staff.

c. Determine annual contribution rates (premiums) and the method by which such contributions will be paid to the Fund pursuant to this Agreement.

d. Provide for additional assessments during the year, if necessary, for both current and terminated Members to allow for increased cost due to changes in the law or excessive claims cost.

e. Determine whether and by what method new Members shall be allowed to join the Authority consistent with the terms of this Agreement and the Bylaws.

f. Appoint and dissolve working committees, including, at the Board's option, formation of an Executive Committee to carry out any designated functions which the Board may specify in the Bylaws, consistent with the terms of this Agreement.

g. Insure that a complete and accurate system of accounting of all funds is maintained at all times.

h. Determine the manner in which claims shall be processed in conformity with law.

i. Elect Board officers.

j. Maintain or cause to be maintained accurate records for all risks insured against, accurate case records of all claims paid, and provide for loss control services.

k. Enter into contracts consistent with the terms of this Agreement.

l. Receive, accept, expend and disburse funds for purposes consistent with the terms of this Agreement.

m. Make appropriate periodic reports to the Members on the status of the Authority and its program.

n. Develop or cause to be developed, and adopt an annual budget for the Authority.

o. Establish, in its discretion, rules governing rights and obligations of terminating or withdrawing Members, both voluntary and involuntary, in order to maintain the fiscal integrity of the Authority.

p. Bring and defend lawsuits on behalf of, and in the name of SIPE, and defend lawsuits, including subrogation lawsuits to recover monies from third parties.

q. Authorize rebates of SIPE reserves to Members.

r. Perform any and all other functions necessary to accomplish the purposes of this Agreement.

11. MEETINGS OF THE BOARD.

a. The Board shall provide for its regular and special meetings; provided however that the Board shall hold at least four (4) regular meetings each year. The date, time and place for regular meetings shall be fixed by the Board and written notification shall be sent to each Member. The place of regular meetings shall be a public building or other place designated by the Board. Special meetings may be called upon the request of the Board president or the majority of the quorum of the Board.

b. The secretary of the Board shall cause minutes of all meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

c. All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act (commencing with Section 54950 of the California Government Code).

d. The Board shall designate a specific location at which it will receive notices, correspondence, and other communication, and hereby appoints the Fiscal Agent as the officer for the purpose of receiving service of process on behalf of the Board.

12. FISCAL AGENT

a. The Santa Barbara County Education Office is currently appointed as the Fiscal Agent. The Fiscal Agent shall administer the fiscal and fiscally-related aspects of SIPE.

b. The Fiscal Agent hereunder shall have the power, subject to budgetary and other limitations set forth herein, to carry out all functions of SIPE including, but not limited to, making and entering into contracts, employing agents and employees, acquiring, holding, and disposing of personal property, and assuring payment of debts, liabilities, or obligations necessary for the accomplishment of SIPE. Any contract or agreement made or entered into by the Fiscal Agent for SIPE shall be subject to ratification by the Board.

c. The Fiscal Agent shall review the recommendations of the Board, and where said recommendations in its judgment, are legal, implement the recommendations.

d. The Fiscal Agent shall provide each Member with an annual audit report of the financial condition of SIPE. Such annual report shall be furnished in time to meet Education Code requirements at the close of each fiscal year. The Fiscal Agent shall furnish such other reports as are requested by the Board.

e. The Fiscal Agent shall ensure that a complete and accurate system of accounting of the Authority shall be maintained at all times consistent with established Generally Accepted Accounting Principles and particularly those promulgated by the Government Accounting Standards Board as presently set forth or as subsequently modified.

f. The Fiscal Agent may be paid in full for its actual costs of services rendered. Said payments of administrative cost shall be made from the total Member deposits required herein. Any proposed change to the process for payment or reimbursement to the Fiscal Agent shall be brought to the Board before December 31st of any year for consideration of implementation in the subsequent fiscal year.

g. The Fiscal Agent may decline to act as Fiscal Agent at the end of any fiscal year, provided at least six (6) months prior written notice has been given to the Board.

h. The Fiscal Agent shall be entitled, with prior approval of the Board, to employ such staff as deemed necessary to carry out his or her duties hereunder, subject to there being sufficient funds in the approved SIPE budget, and the Fiscal Agent shall be responsible for overall supervision of the staff and the operation of the SIPE office.

i. The Fiscal Agent shall contract with an independent Certified Public Accountant or firm to make an annual audit of the accounts and records of the Authority. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a Certified Public Accountant or firm, a report thereof shall be filed as a public record with each of the Members of the Authority. Such report shall be filed in time to meet Government Code requirements at the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employment of Certified Public Accountants or firms, in making the audit, shall be paid from the funds of SIPE by the Fiscal Agent.

j. The Fiscal Agent shall contract with a qualified actuary to perform an actuarial study at least once every three (3) years. The Fiscal Agent shall also contract for any other financial disclosures as required by law to the SIPE Members. Any costs shall be paid from the funds of SIPE by the Fiscal Agent.

k. The Board may, upon two-thirds (2/3) vote of its membership, terminate the services of the Fiscal Agent, if prior written notice is given to the Fiscal Agent by December 31, with an effective date of the following July 1.

13. FINANCE.

a. Each Member shall pay to the Authority each fiscal year the annual premium calculated by the Board in accordance with any procedures that may be set forth in the Bylaws. Each Member authorizes monthly premiums based upon the current monthly payroll to be transferred or paid to the Fiscal Agent from the appropriate funds of the Member, to the appropriate SIPE fund.

b. The Authority shall operate on a fiscal year from July 1 to June 30.

c. The Authority shall have the power, authority, and duty to handle all aspects of the workers' compensation claims against Members arising out of acts occurring during membership.

d. Should workers' compensation claims against all Members exceed the total yearly premiums, each Member may be assessed by the Board an additional amount based upon the percentage of yearly premiums paid by each Member relative to the total

yearly premiums paid by all Members. Each Member hereby agrees to pay all assessments within ninety (90) days after written notification from the Board.

e. An Operating Fund shall be established and maintained out of Member contributions (premiums), and shall be for the purpose of paying for the following:

1. Insurance premiums;
2. Claims management expenses;
3. Claim payments;
4. Costs of administration;
5. Risk Management;
6. State processing costs;
7. Investigative costs;
8. Legal costs;
9. Transfer, as needed, to other accounts, including but not limited to the Claims Payment Account;
10. Miscellaneous operating expenses.

f. A Claims Payment Account shall be established and maintained out of the Members' contributions into which shall be deposited a sum determined to be sufficient to provide for the payment of claims. The Claims Payment Account shall be solely for the purpose of paying workers' compensation claims. A claims administrator, service company, or management firm contracted by the Fiscal Agent to administer the self-funded program may execute and issue checks drawn on such account in payment of such claims. A monthly accounting of all checks drawn on such account shall be obtained by the Fiscal Agent from such claims administrator.

14. INVESTMENT OF SURPLUS FUNDS (Claims Payment Account).

The Fiscal Agent shall have the power to invest or cause to be invested in compliance with Sections 6505.5 and 6509.5 of the California Government Code, such reserves as are not necessary for the immediate operation of the Claims Payment Account in such securities as allowed by Section 53601 of the California Government Code. The level of cash to be retained in the Operating Fund and Claims Payment Account shall be determined by the Fiscal Agent.

15. LIABILITY OF MEMBERS AND BOARD

a. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members except as required by law. Pursuant to Section 895.2 of the Government Code, the Members may be jointly and severally liable for any liability that is imposed by any law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. In the event that such liability arises out of a negligent or wrongful act or omission with respect to the insurance program, the Members hereby provide, pursuant to Section 895.6 of the Government Code, that such liability shall be borne by the Members participating in such insurance

program in the same proportion as annual premiums (including any assessments) of the insurance programs are allocated among such participating Members on an annual basis for the Plan Year in which the liability is determined. In the event a Member is held liable upon any judgment for damages caused by such an act or omission and makes payment in excess of its proportional share, as determined in the preceding sentence, such Member is entitled to reimbursement from each of the other Members which have not paid their proportional share.

b. The Directors, Officers, and Fiscal Agent shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be individually liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest. No Director or Officer shall be responsible for any action taken or omitted by any other Director or Officer. Nor shall the Fiscal Agent be responsible for any action taken, or omitted to be taken, by any Director(s) or Officer(s). No Director, Officer or the Fiscal Agent shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

c. The Authority shall insure itself, its Directors and Officers, and the parties hereto against loss, liability, and claims arising out of or in any way connected with this Agreement.

16. WITHDRAWAL AND INVOLUNTARY TERMINATION.

a. Any Member having completed three (3) complete, consecutive years as a party to SIPE may withdraw as a Member on such terms as specified herein and as may be prescribed in the Bylaws. Any Member that withdraws shall remain responsible for payment of assessments and charges that may be prescribed in accordance with this Agreement.

b. Any Member desiring to withdraw from the Authority shall, by action of its governing board so indicate by written notice to the Board which must be received on or before December 31st. Withdrawal is effective the following June 30 on the terms set forth in the Bylaws.

c. Any Member that withdraws prior to the conclusion of at least three consecutive full years (36 consecutive full months) as a Member, or that withdraws after failing to comply with the requirements for timely written notice of its decision to withdraw, agrees it shall pay to the Authority a surcharge equal to 25% of the withdrawing Members' premium for such Member's final program year, and said sum shall be credited pro rata to all remaining Members' premium for such program year. The surcharge shall be payable in addition to all other obligations of the withdrawing Member. The Board may adopt Bylaw provisions that provide for a process by which a Member may rescind notice of withdrawal without a monetary assessment.

d. A Member may be involuntary terminated from SIPE upon the grounds specified below based on a two-thirds (2/3) vote of the Board of Directors present at the meeting. Prior to involuntary termination, a recommendation by the Board to terminate a Member shall be made at a regularly scheduled meeting by a majority vote of the Board of Directors present at the meeting. A vote to involuntarily terminate a Member shall not occur until the next or a succeeding regularly scheduled meeting. Grounds for involuntary termination include, but are not limited to, the following:

1. Failure or refusal to abide by the Agreement or Bylaws.
2. Failure or refusal to abide by any duly adopted amendment to the Agreement or Bylaws.
3. Failure or refusal to pay premiums or assessments to the JPA as provided in the Agreement or Bylaws.
4. Failure of a Member to disclose a material fact to the Authority whereby said material fact constitutes fraud, misrepresentation or concealment for the purposes of obtaining coverage with the JPA.
5. Failure to cooperate and follow the reasonable recommendations of the Board or Fiscal Agent to implement an effective risk management program for the benefit of the Member agencies.

e. Upon any withdrawal or involuntary termination of a Member, the withdrawing or terminated Member shall continue to be responsible for the amount of any outstanding assessments, or additional assessments or charges incurred because of a workers' compensation claim against any Member arising out of facts occurring while the withdrawing or terminating Member was a Member.

f. Upon any withdrawal or involuntary termination of a Member, the withdrawing or terminated Member shall assume full responsibility and receive from SIPE all of the Member's outstanding workers' compensation claims, together with all reserves established by the Claims Administrator for the purpose of paying the Member's outstanding workers' compensation claims, as of the effective date of the withdrawal or involuntary termination. The withdrawing or involuntarily terminated Member will assume full responsibility for all future payments of its (the Member's) outstanding claims following effective date of withdrawal, and SIPE shall have no further liability or responsibility for any transferred claims.

g. Should a Member be involuntarily terminated, it shall be paid its pro rata share of total assets less outstanding obligations. Involuntary termination shall have the effect of eliminating the party as a Member of SIPE effective upon the date to be determined by the Board of the involuntary termination.

17. TERMINATION OF AUTHORITY.

a. The Board shall review the financial solvency of the Authority at least once a year.

b. This Agreement may be terminated at the end of any fiscal year by the affirmative action of the majority of all Members of the Board, provided that:

1. Such affirmative action is taken on or before March 1 of that fiscal year; and,

2. All outstanding obligations of the Authority have been resolved or a paid-up contract has been entered into removing any further obligation from the Authority; and

3. Said paid-up contract may provide for the individual Members to accept responsibility for any outstanding claims.

c. No assets may be divided or returned until all outstanding obligations of the Authority have been resolved as set forth above.

18. DISPOSITION OF PROPERTY AND FUNDS.

a. In the event of the dissolution of the Authority or other final termination of this Agreement by the Members, any property interest remaining in the Authority following a discharge of all obligations shall be distributed to the then Members as provided in the Bylaws.

b. In the event a Member withdraws from this Agreement or is terminated, any property interest of that Member remaining in the Authority following discharge of all obligations attributable to that Member and its officers and employees shall be disposed of as provided by the Bylaws.

c. "Obligations" as referred to herein, shall include but not be limited to, all payments required pursuant to the workers' compensation laws, together with all reserves which have been established for the purpose of paying workers' compensation claims together with any other legal obligations incurred by the Authority pursuant to this Agreement.

19. MEMBER BORROWING

Any Member, with notification to the Fiscal Agent and the Member's Governing Board or elected Superintendent approval, may borrow up to sixty percent (60%) of their shareholder's net equity, based on the most current financial statement, for a period not to exceed 120 days at a rate equal to the amount that would have been earned through the

County Treasurer. Any Member may borrow these funds no more than twice in any given fiscal year. The Fiscal Agent will notify the SIPE Board at the next regularly scheduled meeting of any loans.

20. ARBITRATION OF DISPUTES

a. Any dispute between the Authority and one or more Members, or between Members, arising under this Agreement or the Bylaws, including but not limited to disputes concerning a Member's withdrawal or termination from the Authority shall be submitted to binding arbitration, and as to any such dispute the parties waive any right to a jury trial. For the purposes of this article, two or more parties taking the same side in a dispute will be considered to be one party.

b. Arbitration shall be conducted by three (3) neutral arbitrators; one to be selected by each party, with a third arbitrator selected by mutual agreement by the two neutral arbitrators selected by the parties. The selection of arbitrators shall take place within thirty (30) calendar days from receipt of the request for arbitration. If for any reason the two neutral arbitrators selected by the parties cannot agree on selection of the third arbitrator, then any party may apply to the Santa Barbara County Superior Court for an order appointing the third arbitrator. The arbitration hearing shall commence within forty-five (45) calendar days from the date of the selection of the third arbitrator, or as extended by mutual agreement, or upon order of the arbitration panel.

c. Until the decision of the panel of arbitrators is provided, each party shall bear its own costs and those of its selected arbitrator and one-half of the cost of the third arbitrator.

d. The arbitrators selected may, but need not be, attorneys licensed to practice law.

e. The arbitration process shall follow the procedures set forth in the California Code of Civil Procedure Section 1283.05 relating to depositions and discovery.

f. The decision of the panel of arbitrators shall be final and binding, and shall not be subject to appeal. In addition to any other award, the prevailing party in the arbitration shall recover from the losing party the costs and any attorney's fees that the prevailing party has reasonably expended, including the costs for its selected arbitrator and the one-half share expended on the third arbitrator.

21. AMENDMENTS.

This Agreement may be amended by written agreement signed by two-thirds (2/3) of all Member's Governing Boards within 90 days of notification of the proposed amendment(s).

21. SEVERABILITY.

Should any portion, term, condition or provision of this Agreement or the Bylaws be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby, and as necessary to fulfill the purpose of this Agreement, the remaining portions shall be construed as a whole and not strictly, but liberally interpreted, in order to carry out the purposes of this Agreement.

22. RULES AND GOVERNING LAW.

This Agreement shall be construed and enforced in accordance with the laws of the State of California and venue shall be in the County of Santa Barbara.

23. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and to their respective heirs, legal representatives, successors and assigns.

24. ASSIGNMENTS

No Member agency may assign any right, claim or interest it may have under this Agreement without the approval of the Authority, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, interest, fund, premium or asset of the Authority.

25. EXECUTION OF AGREEMENT

The parties hereto agree and stipulate that this Agreement and any amendments thereto may be executed in counterparts.

Signatures:

<p>ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>BALLARD SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>BLOCHMAN UNION SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>BUELLTON UNION SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>CARPINTERIA UNIFIED SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>COLD SPRING SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>COLLEGE SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CUYAMA JOINT UNIFIED SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>GOLETA UNION SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>GUADALUPE UNION SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>HOPE SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LOMPOC UNIFIED SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>LOS OLIVOS SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>MONTECITO UNION SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>ORCUTT UNION SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SANTA BARBARA COUNTY EDUCATION OFFICE</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>SANTA MARIA-BONITA SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: <u>Superintendent</u></p> <p>Date: <u>May 8, 2013</u></p>
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<p>SANTA YNEZ VALLEY UNION HIGH SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SOLVANG SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>SPECIAL EDUCATION LOCAL PLAN AREA</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>VISTA DEL MAR UNION SCHOOL DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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BYLAWS

SANTA BARBARA COUNTY SCHOOLS SELF-INSURANCE PROGRAM FOR EMPLOYEES

PREAMBLE

The Santa Barbara County Schools Self-Insurance Program for Employees (SIPE) is a Joint Powers Authority (Restated Effective July 1, 2013) established for the purpose of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of a self-Insurance system for workers' compensation claims against the public educational agencies who are members thereof (Members) and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding self-insurance for workers' compensation.

ARTICLE I.

PURPOSES

The purposes of SIPE shall be:

1. To provide a self-funded plan and system for workers' compensation claims against the Members of the Joint Powers Authority (JPA) as necessary for the payment and handling of all workers' compensation claims against Members as required by state law and as such, to perform, or contract for the performance of the financial administration, policy formulation, claim service, legal representation, risk management, and

other services as needed, all in accordance with the provisions of the SIPE JPA Agreement (Agreement).

These SIPE Bylaws establish the rules and procedures for the implementation of the SIPE JPA Agreement and shall at all times conform to the terms, definitions, conditions and requirements of the Agreement. In the event of any conflict with the SIPE Bylaws, the Agreement shall apply.

ARTICLE II.

POWERS

The powers and functions of SIPE which are set forth in the Agreement shall be discharged and carried out by the Board of Directors and the Fiscal Agent.

ARTICLE III.

MEMBERSHIP

- 1. As provided in the Agreement, any Public Education Agency located within California is eligible for membership in SIPE, in accordance with the admission process set forth herein. A “Public Educational Agency” is defined as a school district, community college district (and auxiliary corporations), county board of education, superintendent of schools, or other joint powers agency comprised solely of local educational agencies.**
- 2. Public Education Agencies applying for membership in SIPE shall be subject to the following sequential conditions:**

- a. **Submission of a formal letter, authorized by the applicant governing body, requesting membership;**
- b. **Review of applicant's past appropriate insurance experience by the SIPE Board of Directors;**
- c. **Determination of eligibility by the SIPE Board of Directors, and the conditions and terms under which the applicant may be recommended to the existing Members for admission to SIPE membership;**
- d. **Following the above determination, the Board of Directors will request that applicant submit within 60 days an executed copy of the Joint Powers Agreement, together with an authorizing resolution formally adopted by the applicant's governing body.**
- e. **The applicant shall become a Member upon approval by two-thirds (2/3) of the SIPE Board of Directors. The effective date of membership shall be determined by the SIPE Board of Directors.**
- f. **SIPE shall not be liable for any workers' compensation liabilities incurred by a new Member prior to the effective date of membership.**
- g. **Upon admission to SIPE, each Member shall become eligible to appoint a representative and an alternate to membership on the Board of Directors according to the procedures outlined in Article IV.**

ARTICLE IV.

BOARD OF DIRECTORS

As set forth in the Agreement, the Authority shall be under the direction and control and governed by the Board, which shall be selected and function as follows:

- 1. Each Member of SIPE shall appoint to the Board one Director and may appoint one alternate Director. Both shall be designated by the Member's governing body or an elected superintendent. Only the appointed Director or alternate Director may represent a Member on the SIPE Board.**

- 2. Each Member shall have one vote, which may be cast only by the Director or by the alternate Director who is in attendance if the Director is absent. No proxy or absentee votes shall be permitted; however, the Bylaws may provide for participation at meetings by way of video-conferencing or conference calls subject to the conditions imposed by the Brown Act. A quorum for the transaction of business by such Board shall consist of no fewer than five (5) Directors (or alternate Directors). Except as may be otherwise provided herein or required by law, a vote of the majority of the quorum of the Board shall be required to transact business.**

- 3. No one serving on the Board shall receive any salary or compensation from the Authority.**

4. The Board shall elect a President, Vice President, and Secretary/Treasurer who shall each serve for a term of two years or until the office becomes vacant. In the absence or inability of the President to so act, the Vice President shall act as President.
5. The Board may authorize the establishment of board committees to advise the Board, such committees shall conform to applicable Brown Act requirements.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

1. **Regular Meetings and Special Meetings**

The Board of Directors shall provide for its regular and special meetings; provided however that it shall hold at least four (4) regular meetings in each fiscal year. The dates, time and place for regular meetings shall be fixed by the Board and written notification shall be sent to each Member. The place of the regular meetings shall be such public building or other place as may be designated by the Board of Directors.

2. **Ralph M. Brown Act**

The Board of Directors may adopt rules for conducting its meetings and other business. All meetings of the Board, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed,

held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Governmental Code). The Board shall cause minutes of all meetings to be kept, except closed sessions, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member. The Board of Directors shall designate a specific location at which it will receive notices, correspondence, and other communication, and shall designate the Fiscal Agent or his designee as the officer for the purpose of receiving service of process on behalf of the Board of Directors.

ARTICLE VI.

DUTIES OF THE BOARD OF DIRECTORS

- 1. The Board of Directors may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, these Bylaws, or the Agreement.**
- 2. The Board of Directors may exercise those powers of the JPA which are set forth herein as a duty of the Board of Directors.**
- 3. The Board of Directors may propose and facilitate amendments to these Bylaws as provided herein.**
- 4. The Board of Directors shall establish premium calculations and the method by which those premium calculations will be paid to the JPA.**

5. The Board of Directors shall also assess both current and terminated Members during the year, if necessary or appropriate.
6. The Board of Directors shall have the power to bring lawsuits on behalf of, and in the name of SIPE, defend lawsuits, and to do such acts with respect to such lawsuits as are necessary to protect the interests of SIPE. Such lawsuits shall include subrogation lawsuits to recover monies from third parties.
7. The Board of Directors shall adopt an annual budget for SIPE.
8. The Board of Directors shall make recommendations to the Member districts and the Fiscal Agent which may pertain to any of the activities of SIPE.
9. The Board of Directors shall have the power to approve or disapprove all SIPE contracts.
10. The Board of Directors may authorize rebates of SIPE reserves to Members.
11. The Board of Directors may require any Member of SIPE to fully and actively cooperate with the Board to implement an effective risk management program for the general welfare of the Members of SIPE.

12. **The Board of Directors shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and the County Clerk.**

ARTICLE VII.

FISCAL AGENT

1. **The Santa Barbara County Education Office is currently appointed as the Fiscal Agent. The Fiscal Agent shall administer the fiscal and fiscally-related aspects of SIPE.**
2. **Under the Agreement, the Fiscal Agent has the power, subject to budgetary and other limitations set forth herein, to carry out all functions of SIPE including, but not limited to, making and entering into contracts, employing agents and employees, acquiring, holding, and disposing of personal property, and assuring payment of debts, liabilities, or obligations necessary for the accomplishment of SIPE. Any contract or agreement made or entered into by the Fiscal Agent for SIPE shall be subject to ratification by the Board of Directors.**
3. **The Fiscal Agent shall be responsible for operating SIPE within the total authorized budget, and may make any intra-budget transfers, not to exceed the total authorized budget, necessary to implement the SIPE program. Such transfers shall be reported to the Board of Directors at the next meeting.**

- 4. Without in any way limiting the powers otherwise provided for in these Bylaws or by the Board of Directors, the Fiscal Agent shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Members or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; to receive, hold, dispose of, construct, operate and maintain buildings and other improvements; and to receive, accept, expend and disburse funds by contract or otherwise, for purposes consistent with the provisions of SIPE which funds may be provided by any Members or their agents or representatives.**
- 5. The Fiscal Agent shall provide the Board of Directors, upon request, all information pertaining to the operation and management of SIPE. Such requests may be of a continuing nature, or pertain to a specific subject.**
- 6. The Fiscal Agent shall process, or caused to be processed, workers' compensation claims in the manner determined by the Board of Directors.**
- 7. The Fiscal Agent shall implement premium rates applied to Members by the Board of Directors.**
- 8. The Fiscal Agent or its designee shall attend all meetings of the Board of Directors.**

ARTICLE VIII.

FINANCE

1. Each Member shall pay to SIPE each fiscal year the annual premium calculated pursuant to the provisions hereof. Each Member authorizes monthly premiums based on the current monthly payroll to be transferred or paid to the Santa Barbara County Education Office, or other Fiscal Agent, from the appropriate funds of the Member, to the SIPE fund.
2. The annual premium for each Member shall be set by the Board of Directors based on the current financial status of the SIPE fund, and based upon input by the service company administering claims for SIPE.
3. Assessments

Should workers' compensation claims against SIPE exceed the total annual premiums, each Member of SIPE may be assessed by the Fiscal Agent, at the direction of the Board of Directors, an additional amount based upon the percentage of each individual Member's payroll in the preceding fiscal year relative to the total payroll of all SIPE Members in the preceding fiscal year. Each Member of SIPE hereby authorizes the Fiscal Agent to secure from each Member's appropriate funds an amount sufficient to pay any required assessments.

4. Withdrawal

In the event a Member voluntarily or involuntarily withdraws from SIPE and there is not a total Dissolution of SIPE, the Fiscal Agent shall pay to or collect from the withdrawing Member its net equity, plus reserves, as stated in the Annual Financial Statement prepared for SIPE as of the Member's effective date of withdrawal, plus any Incurred But Not Reported (IBNR) cost related to the withdrawing Member's open claims as of the effective date of withdrawal.

Partial Dissolution Formula: Individual Member's Net Equity + Individual Member's Reserves + Individual Member's IBNR for Open Claims as of Effective Date of Withdrawal.

The withdrawing Member will pay for a special actuary report to determine the withdrawing Member's IBNR for the open claims as of the effective date of withdrawal. In the event the withdrawal is effective on a date other than June 30, the withdrawing Member will pay any and all costs associated with the preparation of an "Interim Financial Statement" to determine the withdrawing Member's equity, plus reserves.

5. Total Dissolution

In the event of the total dissolution of SIPE, or other final termination of these Bylaws by all Members then a party hereto, any property interest remaining in SIPE following a discharge of all obligations, shall be returned

to the Members of SIPE. The current fair value of SIPE properties shall be determined by the Fiscal Agent and submitted to the Board of Directors for ratification.

Each Member of SIPE at termination shall be entitled to a pro rata share of the remaining net assets (total assets less obligations equals net assets) figured as follows:

- **Each Member's pro rata share shall be the Net Assets multiplied by Individual Members Net Equity divided by All Members Net Equity.**
- **"Net Assets" means total assets less obligations.**
- **"Individual Member's Net Equity" means the total net equity for the individual Member as stated in the Final Financial Statement prepared for SIPE.**
- **"All Member's Net Equity" means the total net equity for all Members as stated in the Final Financial Statement prepared for SIPE.**

Upon distribution, the Board of Directors shall attempt to provide each Member district with the same percentage of cash and non-cash assets unless otherwise agreed among the Member districts.

ARTICLE IX.

BUSINESS ETHICS

- 1. Requests for Responses for Proposals (RFP) and bids submitted to the JPA shall be sent to the address set forth on the JPA's Statement of Facts filed pursuant to Government Code Section 53051, unless otherwise directed by the Board of Directors.**

- 2. The JPA Consultant and the Claims Administrator shall maintain full compliance with conflict of interest laws, including but not limited to the Political Reform Act.**

ARTICLE X.

FISCAL YEAR

The fiscal year of the Authority shall begin July 1 and end June 30.

ARTICLE XI.
AMENDMENTS

1. **Amendments to these Bylaws may be proposed by any Member. The proposed amendment shall be referred to the Board of Directors for their consideration and recommendation. A copy of the proposed amendment, with the Board of Directors' recommendations and reasons, therefore, shall be forwarded to each Member.**
2. **All amendments must be approved by a majority of the Board of Directors.**
3. **The effective date of any amendment will be on July 1, following adoption, unless otherwise stated.**

ARTICLE XII.
EFFECTIVE DATE

These Amended Bylaws shall become effective July 1, 2013.