

AUG 30 2012

### 2012 Local Agency Biennial Notice

Mother Lode Union School District

Name of Agency: \_\_\_\_\_

Mailing Address: 3783 Forni Road, Placerville CA 95667

Contact Person: Tim Smith Office Phone No: (530) 622-6464 X 2216

E-mail: tsmith@mlusd.net Fax No: (530) 622-6163

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

- An amendment is required. The following amendments are necessary:**  
(Mark all that apply.)
  - Include new positions.
  - Revise disclosure categories.
  - Revise the titles of existing positions.
  - Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
  - Other (describe) See Board Resolution 12-13-01
- No amendment is required.
- The code is currently under review by the code reviewing body.

#### Verification

*The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.*

  
Signature of Chief Executive Office

August 8, 2012  
Date

Complete this notice regardless of how recently your code was approved or amended.  
Please return this notice no later than August 31, 2012 to:

El Dorado County Registrar of Voters – P.O. Box 678001, Placerville, CA 95667

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC**

**Mother Lode Union School District  
Resolution 12.13.01**

**RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Board of Trustees of the Mother Lode Union School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Mother Lode Union School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Mother Lode Union School District Board of Trustees adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

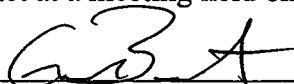
Passed and Adopted by the Board of Trustees of the Mother Lode Union School District on August 8, 2012, by the following vote:

AYES: 4  
NOES: 0  
ABSENT: 0

**Certification**

I certify that the foregoing is a full, true and correct copy of a resolution adopted by the Governing Board of the Mother Lode Union School District at a meeting held on August 8, 2012

Dated: August 8, 2012

By:   
Clerk/Secretary of the Governing Board

Conflict of Interest Code of the  
Mother Lode Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

**Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
  
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
  
3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

**Designated Positions**

<u>Designated Position</u>	<u>Disclosure Category</u>
Board of Trustees Members	1
District Superintendent	1
Business Director	1
Director	2
Principal	2
Assistant Principal	2
Maintenance, Operations and Transportation Director	2
Food Service Supervisor	2

**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

MOTHER LODGE UNION SCHOOL DISTRICT  
Placerville, California

**Standard Agreement  
for Professional Services between  
Mother Lode Union School District  
and  
B.J. Shannon**

This agreement for professional services is made and entered into by and between the Mother Lode Union School District, hereinafter referred to as "MLUSD," having its principal office at 3783 Forni Road, Placerville, California 95667 and BJ Shannon, hereinafter referred to as "CONTRACTOR", having its principal office at 862 Grice Lane, Placerville, CA 95667, each being a "Party" and collectively the "Parties".

**AGREEMENT**

NOW, THEREFORE, in consideration of the acts and promises contained herein the Parties agree as follows:

**A. SCOPE OF WORK:**

CONTRACTOR agrees to take all steps, and do all things reasonable and necessary to complete in a good and workmanlike manner the project stated below:

a) Detailed Scope of work to be completed;

(1) Provide training and support to Kirk Bebout, Vice Principal, Herbert Green Middle School, regarding administration of the STAR testing.

b) Timeline;

1) Starting August 1, 2012 and continuing to June 30, 2013.

c) Rate of Pay;

\$55.00 per hour.

**B. CONTRACT PERIOD:**

The contract period will be August 1, 2012 through June 30, 2013 for a maximum of 20 hours or upon the completion of obligations stated herein whichever occurs first.

This contract can be terminated by either party with 15 days written notice. MLUSD and the CONTRACTOR may extend or amend this contract by mutual written consent. CONTRACTOR acknowledges that this agreement is made possible by state, federal or grant funding to MLUSD. MLUSD reserves the right to terminate or amend the contract at any time based on funding changes.

**C. FEE SCHEDULE:**

Payment shall be made for completed work and upon delivery of an invoice in the name of MLUSD and a detailed schedule of work completed. Invoicing may be done at two week intervals. MLUSD shall require confirmation of the work completed and approval of the invoice by MLUSD prior to payment. Payment is due to CONTRACTOR no later than 30 days after receipt of invoice submitted to MLUSD, at 3783 Forni Road, Placerville, California 95667.

In the event of termination for reasons other than cause, MLUSD will pay Contractor for work done up to the time of termination. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

**L. ENTIRE AGREEMENT:**

This Agreement supersedes all prior agreements, understandings, and communications between the MLUSD and the CONTRACTOR, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the agreement between MLUSD and the CONTRACTOR and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither of them, nor anyone acting on their behalf, made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

**M. CONFLICT:**

In the event of a dispute arising under this Agreement, the CONTRACTOR and MLUSD Superintendent, or their jointly agreed representatives, shall meet to resolve the conflict. If they are unsuccessful in their attempt to resolve the dispute, the matter shall be submitted to binding arbitrator, of the parties' choosing or upon appointment by a Court, with the arbitrator directed to resolve the dispute in the most efficient and cost effective manner. In addition to any damages properly awarded to the prevailing party, attorneys' fees and costs shall also be awarded upon a finding by the arbitrator that the losing party's position was not made or continued in good faith and with reasonable cause or justification.

**N. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and delivered to the other party at the following respective addresses:

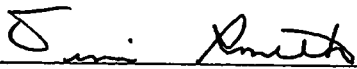
For MLUSD:

Attn: Tim Smith, Superintendent  
Mother Lode Union School District  
3783 Forni Road  
Placerville, CA 95667

For CONTRACTOR:

BJ Shannon  
862 Grice Lane  
Placerville, CA 95667

The parties hereby agree to the terms of this agreement.

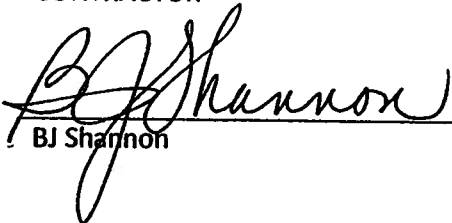


7/24/12

\_\_\_\_\_  
Tim Smith  
Superintendent  
Mother Lode Union School District

Date

CONTRACTOR

  
BJ Shannon

7/20/2012

\_\_\_\_\_  
Date

01-0000-0-5800-0000-3160-711-000-0000

7.7  
3324

**DIRECT CERTIFICATION OF FREE AND REDUCED MEAL APPLICATION  
CONFIDENTIAL TREATMENT  
AGREEMENT**

This Agreement is entered by and between El Dorado County Office of Education, hereinafter referred to as "EDCOE" and Mother Lode Union School District, hereinafter referred to as "DISTRICT".

**Scope of Agreement:**

In compliance with the State of California mandates regarding the confidentiality of documentation received identifying CALWORKS/FS Families and Children in Foster Care for the implementation of Direct Certification of eligible students for free benefits under this Schools Nutrition Program that:

1. EDCOE shall release to the DISTRICT the address of each CALWORKS/FS child, of school age - four through eighteen - in CALWORKS and Food Stamp families who are eligible as certificated by Public Services for these programs.
2. DISTRICT shall abide by the stipulation set forth in the California Department of Education School Nutrition Programs Unit's Agreement to Implement Direct Certification to "maintain as confidential, documentation of children certified as eligible by direct certification including a list of names of children within the School Food Authority (SFA) from households currently certificated to receive food stamps or CALWORKS". This signed agreement with the DISTRICT certifies that the DISTRICT will only use this information for the purposes of qualifying students for free benefits under the School Food Authority and for purposes stated under the current amendments to Education Code Section 49558.
3. EDCOE shall obtain this agreement with the DISTRICT prior to the releasing of information for direct certification to ensure compliance with the confidentiality stipulations cited above in Item #2.

**Indemnification and Hold Harmless:**

EDCOE agrees to indemnify, defend and hold harmless the District and his officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of EDCOE, and EDCOE's officers, agents and employees, in performance of this contract.

The District agrees to indemnify, defend and hold harmless EDCOE and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the District, and the District's officers, agents and employees, in performance of this contract.

**Terms of Agreement:**


This agreement for the direct certification of eligible students is effective from July 1, 2012, and will remain in effect until cancelled by either party giving at least seven (7) day written notice.

**EDCOE**  
**Robbie Montalbano, Associate Superintendent**  
Administrative Services  
El Dorado County Office of Education

  
\_\_\_\_\_  
Signature

7-18-12  
\_\_\_\_\_  
Date

**DISTRICT**  
**Tim Smith, Superintendent**  
Mother Lode Union School District

  
\_\_\_\_\_  
Signature

7/30/12  
\_\_\_\_\_  
Date