

**Policy:**

The school shall purchase equipment, supplies, and services using competitive bidding when required by law and in accordance with any applicable statutory requirements for bidding and bidding procedures. In those circumstances where the law does not require competitive bidding, the Governing Board may request that a contract be competitively bid if the Board determines that it is in the best interest of the school to do so.

When the Board has determined that it is in the best interest of the school, the Board may attach amendments onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law.

To ensure that good value is received for funds expended, specifications shall be carefully designed and shall describe in detail the quality, delivery, and service required by competent personnel who knows the item being purchased.

To assist the school in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in procedures.

Due to the exemption of Charter Schools from the public contracts code, the Board may adopt procedures on a case-by-case basis

## **Policy:**

The Governing Board accepts responsibility for adopting a sound budget that is compatible with the school's vision and goals. The Board shall establish and maintain a reserve that is sufficient for contingencies and unforeseen emergencies.

The Board encourages public input in the budget development process and shall hold public hearings in accordance with law.

The Principal/Lead Educator shall determine the manner in which the budget is developed and shall schedule the budget adoption process in accordance with the single budget adoption process.

## **Procedure:**

The school budget shall be prepared annually from the best possible estimates that school administrative staff can provide. Appropriate consolidation shall occur as the budget progresses through the various levels of review.

The school budget shall be developed in accordance with standards and criteria for fiscal accountability adopted by the State Board of Education.

Before adopting the budget, the Governing Board shall hold a public hearing. The proposed budget shall be available for public inspection at least three working days before this hearing.

An agenda for this hearing shall be posted at least 7 days before the hearing and shall indicate the location where the budget may be inspected.

Any school resident may appear at the public hearing and speak to the proposed budget or any item on the budget. The hearing may conclude when all residents who so desire have had the opportunity to be heard. Sufficient time shall be allowed so that the budget can still be adopted by July 1.

The Board shall adopt the budget on or before July 1 and shall file it with the San Diego County Department of Education no later than five days after adoption or by July 1, whichever occurs first.

On or before September, 8, the Board shall revise the budget to include:

1. Changes after July 1 related to income and expenditures, and

2. Any response to the San Diego County Department of Education recommendations.

The budget and supporting data shall be maintained and made available for public review.

Before revising the budget, the Board shall hold a second public hearing. The budget shall be available for public inspection at least three working days before this hearing.

An agenda for this hearing shall be posted at least 7 days before the hearing and shall indicate the location where the budget may be inspected.

Any school resident may appear at the public hearing and speak to the budget or any item on the budget. The hearing may conclude when all residents who so desire have had the opportunity to be heard. Sufficient time shall be allowed so that the revised budget can be adopted by September 8.

Adopted: 3-27-07

**Policy:**

Any and all claims for money or damages against the school must be presented to the Board and acted upon in accordance with Governing Board policy and administrative regulation. Compliance with school procedures is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.

This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.

Adopted: 3-27-07

**Policy:**

The Governing Board recognizes that prudent financial decisions are crucial to the school's ability to provide a high-quality education for students. It is therefore essential that the Board establish reliable budget development processes and adopt a responsible budget with spending priorities which reflect the school's vision and goals. When needed, the Board shall advocate and seek community, state, or federal support for additional financing.

The Board expects sound fiscal management from the administration. The Business Manager shall prepare the detailed annual budget and present it to the Board for review and adoption. He/she shall administer the adopted budget in accordance with Board policies and accepted business procedures.

The Board shall monitor financial operations so as to ensure the school's fiscal integrity. The Business Manager shall make all required financial reports, recommend auditor(s) to the Board, recommend financial plans for meeting program needs, and keep the Board fully informed about the school's fiscal and non-instructional operations.

The Board shall make every effort to ensure that the school provides healthy school environments and maintains high standards of safety in the operation of facilities, equipment and services. The Principal/Lead Educator shall establish a risk management program that promotes safety and protects school resources.

**Policy:**

The Governing Board authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by school staff because of limitations of time, experience or knowledge. Individuals, firms, or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

As part of the contract process, the Principal/Lead Educator shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. School employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

All consultant contracts shall be brought to the Board for approval.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age, or disability.

Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Principal/Lead Educator depending on the range of duties to be performed by the consultant. The Principal/Lead Educator shall consider this statement when deciding whether to recommend the consultant's employment.

When employees of a public university, county office of education, or other public agency serve as consultant or resource persons for the school, they shall certify as part of the consultant agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this school.

Adopted: 3-27-07

**Policy:**

When initially employed, certificated employees shall receive a written statement of their employment status and salary. In the case of temporary employees, this statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed.

**Reemployment Notices**

By May 30 of each year, the clerk or secretary of the Board may give, or mail by certified mail with return receipt requested, written notices to probationary and permanent certificated employees requesting that they notify the school of their intent to remain in school service for the next school year. If an employee, without good cause, fails to notify the school before July 1 that he/she will remain in school service, the employee may be deemed to have declined reemployment and the employee's services may be terminated at the end of the academic school year.

By April 30 of each year, the clerk or secretary of the Board may give, or mail by certified mail with return receipt requested, written notices to certificated employees of a year-round school who are serving in a track that starts within 14 days of July 1 requesting that they notify the school of their intent to remain in school service for the next school year. If an employee, without good cause, fails to notify the school before June 1 that he/she will remain in school service, the employee may be deemed to have declined reemployment and the employee's services may be terminated on June 30 of that year. An employee who gives notice of resignation after May 31 but before June 30 shall be released from his/her contract within 30 days of the employee's notice, or as soon as a replacement employee is obtained, whichever occurs first.

**Employee Notification**

By May 15 of each year, each classroom teacher shall notify the Principal/Lead Educator of his/her intent to return to a teaching position for the next school year.

An employee on leave of absence shall notify the school of his/her intent to remain in service the following year in accordance with law, Board policy, and administrative regulation.

Adopted: 3-27-07

## **Policy:**

The Governing Board believes that field trips and other travel opportunities for students are a valuable tool in supporting instruction and promoting students' awareness of places and events. In contracting with organizations to provide educational travel services, the Board desires to ensure a quality educational experience and the health, safety, and welfare of each student traveler.

The Principal/Lead Educator shall contract only with educational travel organizations that adhere to state law and exhibit safe and reputable business practices.

The Principal/Lead Educator shall establish procedures for selecting the highest quality vendor, taking into account student safety, quality of the program, and fiscal integrity.

## **Procedure:**

### **Definitions**

Educational travel organization or organization means a person, partnership, corporation, or other entity which offers educational travel programs for students residing in California.

Student traveler or student means a person who is enrolled at Memorial Academy at the time an educational travel program is arranged with an educational travel organization.

Educational travel program means travel services that are arranged through or offered to an elementary or secondary school in the state, and where the services are represented to include an educational program as a component.

Owner means a person or organization which owns or controls 10 percent or more of the equity of, or otherwise has claim to 10 percent or more of the net income of, the educational travel organization

Director means an owner, an officer of a corporation, a general partner of a partnership, or a sole proprietor of a sole proprietorship.

### **Contract Requirements**

The Principal/Lead Educator shall ensure that each written contract with an educational travel organization includes all of the following:

1. The travel organization's name, trade or business name, business address, business telephone number, and a 24-hour emergency contact number

2. An itemized statement which shall include but not be limited to:
  - a. Services to be provided as part of the program
  - b. Agreed cost for the services
  - c. A statement as to whether or not the educational travel organization maintains insurance that supplies coverage in the event of injury to any student traveler, including the type and amount of coverage, the policy number and issuer, and the name and telephone number of the person or organization which is able to verify coverage
  - d. Any additional costs to students
  - e. The qualifications, if any, for experience and training that are required to be met by the educational travel organization's staff who shall accompany students on the educational travel program
3. A written description of the educational program being contracted for, including a copy of all materials to be provided to students
4. The number of times the educational travel program or a substantially similar educational travel program proposed by the contract has been conducted by the organization and the number of students who completed the program
5. The length of time the organization has either been arranging or conducting educational travel programs and, at the option of the organization, other travel services with substantially similar components
6. The name of each owner and Director of the organization
7. A statement as to whether any owner or Director of the organization has had entered against him or her any judgment, including a stipulated judgment, order, made a plea of no contest or been convicted of any criminal violation in connection with the sale of any travel services for a period of 10 years predating the contract.
8. Memorial will endeavor to contract with organizations honoring cancellation policies that protect the interest of the school.

School staff shall inform all vendors representing educational travel organizations that they may not arrange a travel program before the school has first entered into a written contract with the organization.

Adopted: 3-27-07

## **Policy:**

Employees and/or students shall use school equipment only for school-related tasks. The Principal/Lead Educator shall ensure that all employees understand that personal use of school equipment is prohibited and that a violation may be cause for disciplinary action.

The school shall provide comparable basic equipment and supplies for all classes. When equipment cannot be supplied to every class, the Principal/Lead Teacher shall ensure that it will be shared within and among the schools.

When school equipment is not being used by students or employees, school-connected organizations may be granted reasonable use of the equipment for school-related matters.

The Principal/Lead Teacher shall approve the removal of school-owned equipment from the school. When any equipment is taken off-site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

### **Transfer of Equipment within the School**

Items paid for by the school, school-connected organizations or grants shall remain at the initial location.

Equipment and materials unique to a special program, being moved to another site, may be moved to the new location upon the approval of the Principal/Lead Teacher.

### **Equipment Acquired by Federal Funds**

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. When no longer needed for the original program, the equipment may be used in other activities currently or previously supported by a federal agency.

All equipment purchased with Consolidated Application funds shall be labeled with the name of the project, identification number and name of the school.

The Principal/Lead Teacher shall ensure that the following management provisions are established and maintained for equipment acquired in whole or in part with federal funds until such property is disposed:

1. A control system shall be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

2. Adequate maintenance procedures shall be developed to keep the property in good condition.

If equipment is used for a purpose other than that for which it was originally purchased, the inventory shall include a dated statement justifying its current use.

**EQUIPMENT LOAN FORM**

I assume the responsibility for the following school equipment:

Description    ID Number    Estimated Cost of Replacement

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School-related purpose: (Note: items are not for personal use)

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I will return the above equipment to \_\_\_\_\_ (Appropriate Department Head) no later than \_\_\_\_\_.

In borrowing the items listed above, I assume responsibility for any loss of or damage to the equipment or materials. If any items are damaged or lost, I will pay the cost of repairs or replacement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Returned: \_\_\_\_\_

Date: \_\_\_\_\_

Adopted: 3-27-07

**Policy:**

The Principal/Lead Teacher may purchase supplies, materials, equipment, and services up to the amounts specified in Public Contract Code 20111 beyond which a competitive bidding process is required.

The Principal/Lead Teacher may authorize an expenditure, which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the Governing Board.

All transactions entered into by the Principal/Lead Teacher on behalf of the Board shall be reviewed by the Board at their next regularly scheduled meeting.

No school funds shall be expended for the purchase of alcoholic or tobacco products.

Unless required by law, the Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.

Adopted: 3-27-07

## **Policy:**

The Governing Board desires to furnish books, materials, and instructional equipment as needed for the educational program. Because the needs of the school must be met with limited available funds, the Board may charge fees when specifically authorized by law.

The school shall consider the student and parent/guardian's ability to pay when establishing lawful fee schedules for authorized fees and granting exceptions.

## **Procedure:**

The school shall charge only those fees specifically authorized by law.

The following fees and charges are permissible if approved by the Governing Board:

1. Insurance for athletic team members, with an exemption for financial hardship
2. Insurance for medical or hospital service for students participating in field trips and excursions
3. Expenses of students' participation in a field trip or excursion to another state, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds
4. Student fingerprinting program
5. School camp programs operated, provided that the fee is not mandatory
6. Personal property of the school fabricated by students, as long as the cost of the property does not exceed the cost of the materials provided by the school
7. Home-to-school transportation and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average non-subsidized cost per student and so long as exemptions are made for indigent and disabled students
8. Transportation to and from summer employment programs for youth
9. Physical education uniforms
10. Rental or lease of personal property needed for school purposes

11. Deposit for band instruments, music, uniforms and other regalia, which school band members take on excursions out of state and to foreign countries
12. Fees for community service classes
13. Eye safety devices, at a price not to exceed the school's actual costs
14. Actual costs of duplication for copies of public records
15. Actual costs of duplication for reproduction of the prospectus of school curriculum
16. Food sold at school subject to free and reduced price meal program eligibility and other restrictions specified in law
17. Fines or reimbursements for lost or damaged school property or damage to library property

Adopted: 3-27-07

