

RESOLUTION NO. 127-21/22

AUTHORIZING SUPERINTENDENT, DEPUTY SUPERINTENDENT,  
ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES, OR  
ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES TO  
EXECUTE CONTRACTS DURING THE MONTHS OF JULY AND AUGUST

WHEREAS, Education Code 35161 provides that the Governing Board of any school district may execute any powers delegated by law to it or the district of which it is the Governing Board and may delegate to an officer or employee of the district any of those powers or duties; and

WHEREAS, Board Policy 3300(a) allows the Superintendent to authorize any expenditure up to the amount specified in Public Contract Code 20111; and

WHEREAS, Education Code 39656 provides that whenever the power to contract is invested in the Governing Board and delegated to an officer or employee of the District, any contracts entered into by the officer or employee of the District shall not be valid or constitute an enforceable obligation against the District unless and until the same shall have been approved or ratified by the Governing Board; and

WHEREAS, all contracts that are usual, necessary and appropriate to the normal operation of the District are submitted to the Governing Board during the regular school year for approval prior to execution; and

WHEREAS, from time to time a contract with a value exceeding \$99,100 that is reasonably necessary and appropriate to the normal operation of the District may require execution during the months of July and August; and

WHEREAS, this Governing Board has determined that the execution of contracts during the months of July and August is essential to the continued successful management of the District; and

WHEREAS, during the months of July and August the Governing Board meets infrequently and therefore has determined that it is in the best interest of the District to delegate the power to execute contracts during these months to the Superintendent, the Deputy Superintendent, the Assistant Superintendent of Business Services, or the Assistant Superintendent of Educational Services of the Livermore Valley Joint Unified School District subject to ratification by the Governing Board at its next regularly scheduled meeting and implementation of the process defined on the attached checklist;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board does hereby authorize the Superintendent, the Deputy Superintendent, the Assistant Superintendent of Business Services, or the Assistant Superintendent of Educational Services to execute any contract during the months of July and August with a value exceeding \$99,100 that is necessary and appropriate to ensure the continued and successful management of the District's programs on behalf of this Governing Board and the Livermore Valley Joint Unified School District. In the event that the Superintendent, the Deputy Superintendent, the Assistant Superintendent of Business Services, or the Assistant Superintendent of Educational Services should need to execute such a contract, the Board of Education will be notified upon execution and a rationale provided.

PASSED AND ADOPTED by roll call vote this 28th day of June 2022.

AYES: Bueno \_\_\_\_\_ Guzmán \_\_\_\_\_ Prusso \_\_\_\_\_ Wang \_\_\_\_\_ White \_\_\_\_\_

NOES: Bueno \_\_\_\_\_ Guzmán \_\_\_\_\_ Prusso \_\_\_\_\_ Wang \_\_\_\_\_ White \_\_\_\_\_

ABSTENTIONS: Bueno \_\_\_\_\_ Guzmán \_\_\_\_\_ Prusso \_\_\_\_\_ Wang \_\_\_\_\_ White \_\_\_\_\_

ABSENT: Bueno \_\_\_\_\_ Guzmán \_\_\_\_\_ Prusso \_\_\_\_\_ Wang \_\_\_\_\_ White \_\_\_\_\_

---

Clerk of the Board of Education of the Livermore  
Valley Joint Unified School District of Alameda  
County and Contra Costa County, State of  
California

RESOLUTION No. 127-21/22

Exhibit

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT  
EMERGENCY SUMMER CONTRACT CHECKLIST

Requirement	Description	Certified by
Contracts, Exhibits, and Appendices	1. The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached, and 2. All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Contracting Party	The name of the contracting party is stated as Livermore Valley Joint Unified School District (not a department, school, or individual).	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.), and contact person of the other party are included.	
Competition/ Conflicts with Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises, or obligations of the District. The requesting department verified the District can comply with all terms and conditions.	
Terms of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/ Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Certificates of Insurance have been provided.	
Signatures and Dates	Names of all persons signing the contract are printed or typed below the signature. All required signatures and dates have been completed.	
Automatic Renewal	Contract does not contain an automatic renewal clause without a cancellation clause.	
Rationale	If it is determined that it is essential to the successful management of the District that the contract be executed during the months of July and August, a rationale has been provided.	
Purchase Order Approval	Purchase order will NOT be issued until proof of Board notification is received.	