

# **CENTER JOINT UNIFIED SCHOOL DISTRICT**

[www.centerusd.k12.ca.us](http://www.centerusd.k12.ca.us)

*Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well-rounded education, and being active citizens of our diverse community.*

## **BOARD OF TRUSTEES REGULAR MEETING**

➡ **Antelope View Charter School – Multi-Purpose Room**  
**3243 Center Court Lane, Antelope, CA 95843**

**Wednesday, January 7, 2009 - 6:00 p.m.**

### **STATUS**

- |  |             |
|--|-------------|
| <b>I. CALL TO ORDER &amp; ROLL CALL - 5:00 p.m.</b>  |             |
| <b>II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION</b>                                       |             |
| 1. Student Expulsions/Readmissions (G.C. §54962)   |             |
| 2. Public Employee Performance Evaluation, Mid-Year Review (Certificated) – Superintendent (G.C. §54957) |             |
| <b>III. CLOSED SESSION - 5:00 p.m.</b>   |             |
| <b>IV. OPEN SESSION - CALL TO ORDER - 6:00 p.m.</b>  |             |
| <b>V. FLAG SALUTE</b>  |             |
| <b>VI. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION</b>  | Info/Action |
| <b>VII. ADOPTION OF AGENDA</b>   | Action      |
| <b>VIII. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)</b>                                       | Info        |
| 1. Center High School - Sandy Hoang  |             |
| 2. McClellan High School - Jessica Brewer  |             |
| 3. Antelope View Charter School - Yuliya Didovich  |             |
| 4. Global Youth Charter School - Samantha McCurdy  |             |

*Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]*

**NOTICE:** The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at Center Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

Personnel Curriculum Facilities & Op. Business	<b>IX. REPORTS/PRESENTATIONS (8 minutes each)</b> 1. <b>Administrative Personnel Placement Options</b> – George Tigner 2. <b>Williams Uniform Complaint Quarterly Report</b> - Scott Loehr 3. <b>Safe School SRO Report</b> - Craig Deason 4. <b>Summary of Board Budget Action</b> – Jeanne Bess	Info
	<b>X. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA</b> <i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> take action on any item which is not on this agenda except as authorized by Government Code Section 5495.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.</i>	Public Comments Invited
	<b>XI. BOARD/SUPERINTENDENT REPORTS (10 minutes)</b>	Info
Governance	<b>XII. BOARD DEVELOPMENT (10 minutes)</b> 1. Board Bylaws (9310 – 9321.1)	Info
Governance ↓ Personnel Curriculum  ↓  ↓	<b>XIII. CONSENT AGENDA (5 minutes)</b> <i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i> 1. Approve Adoption of Minutes from December 17, 2008 Regular Meeting 2. Approve Adoption of Minutes from December 17, 2008 Special Meeting 3. Approve Certificated Personnel Transactions 4. Approve 2008/2009 Individual Service Agreements: 2008/09-102 Applied Behavior Consultants 5. Approve 2008/2009 Master Contracts Applied Behavior Consultants 6. Approve MOU for Participation in the Beginning Teacher Support and Assessment (BTSA) Program by SCOE and CJUSD and Antelope View Charter School	Action
Curriculum	<b>XIV. INFORMATION ITEMS (3 minutes)</b> 1. Workshops: "AVID Path Training" – L. Fleming (WCR)	Info
Curriculum   ↓	<b>XV. BUSINESS ITEMS (5 minutes each)</b> <b>A. <u>C.J.U.S.D. Library Plan Goals</u></b> The mission of CJUSD libraries is to provide a wide variety of informational and recreational resources that foster literacy, support a research-based curriculum, and nurture lifelong learning.  <b>B. <u>40 Developmental Assets for Voluntary Staff Development Offering</u></b>	Action  Action
	<b>XVI. ADVANCE PLANNING (5 minutes)</b> <b>a. <i>Future Meeting Dates:</i></b> <i>i. Special Meeting - Wednesday, January 14, 2009 @ 6:00 p.m. – Antelope View Charter School, Multi-Purpose Room</i> <i>ii. Regular Meeting - Wednesday, January 21, 2009 @ 6:00 p.m. – Antelope View Charter School, Multi-Purpose Room</i> <i>i. Special Meeting - Wednesday, January 28, 2009 @ 6:00 p.m. – Antelope View Charter School, Multi-Purpose Room</i> <b>b. <i>Suggested Agenda Items:</i></b>	Info
	<b>XVII. CONTINUATION OF CLOSED SESSION (Item III)</b>	Info
(7:30)	<b>XVIII. ADJOURNMENT</b>	Action

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Personnel

**Date:** January 7, 2009

**To:** Board of Trustees

**FROM:** George Tigner, Director of Personnel

**Administrator's Initials:** \_\_\_\_\_

**Action Item** \_\_\_\_\_

**Information Item**   X  

**# Attached Pages**   2  

**SUBJECT:** Administrative Personnel Placement Options

George Tigner will explain the Administrative Personnel Placement for Board consideration during the informational section of the meeting.

**RECOMMENDATION:** information only.

**From:** George Tigner, Director of Personnel  
**To:** Dr. Kevin J. Jolly, Superintendent  
**Date:** December 30, 2008  
**Subject:** Administrative Personnel Placement Options

Due to the State budget crisis, the Board has expressed an interest in saving money by reducing Principal, Secondary Assistant Principal, and Elementary Vice Principal positions to the most efficient levels. With that in mind, the Board has asked for the Personnel Department to present procedural options for the Board to consider. There are four questions to address:

- A. What level of staff is the most efficient?
- B. What criteria should be used in making staffing determinations?
- C. Which administrative staff members, if any, should be released?
- D. What procedures will be used to staff vacant positions, should any need to be filled?

Options to address each question are presented below:

- A. What level of staff is the most efficient?

Options:

- 1. Maintain all 17 Principal, Secondary Assistant Principal, and Elementary Vice Principal positions
- 2. Maintain 13 Principal and Secondary Assistant Principal positions by:
  - a. Eliminating all four Elementary Vice Principal positions
- 3. Maintain 12 Principal and Secondary Assistant Principal positions by:
  - a. Eliminating all four Elementary Vice Principal positions
  - b. Maintaining one administrator to serve as Principal at both McClellan and Antelope View
- 4. Maintain 11 Principal and Secondary Assistant Principal positions by:
  - a. Eliminating all four Elementary Vice Principal positions
  - b. Maintaining one administrator to serve as Principal at both McClellan and Antelope View
  - c. Reducing Riles and CHS by .5 Secondary Assistant Principal positions at each site

- B. What criteria should be used in making staffing determinations?

The following is based on current CUTA contract language, and are not in prioritized order:

- Experience at the grade levels assigned to supervise
- Recent ACSA or other administrative training
- Quality of District service (including evaluations, similar state ranking comparisons and growth, feedback from Cabinet and other supervisors)
- Particular and specific needs of the site (as it relates to student performance and behavior and/or community concerns)

- C. Which administrative staff members, if any, should be released?

Options:

- 1. Release all Principals, Assistant Principals, and Vice Principals
- 2. Release only those Principals, Assistant Principals, and Vice Principals who are currently assigned to positions that are being eliminated.

3. Release only those Principals, Assistant Principals, and Vice Principals who are currently assigned to positions that are being eliminated, and those who will be released based on the criteria in section B above.

D. What procedures will be used to staff vacant positions, should any need to be filled?

Options:

1. Post all vacancies that need to be filled
2. Appoint staff to all vacancies that need to be filled
3. Post and/or appoint staff, as appropriate, to all vacancies that need to be filled

## Center Joint Unified School District

### AGENDA REQUEST FOR:

Dept./Site: Instructional Services

Date: January 7, 2009

Action Item

To: Board of Trustees

Information Item X

From: Scott Loehr  
Assistant Superintendent  
Initials: \_\_\_\_\_

# Attached Pages 1

**SUBJECT:** Williams Uniform Complaint Quarterly Reporting

As a result of the Williams legislation, all school districts in California are required to report quarterly summaries of all received Williams legislation complaints to the district's governing board. Once the item is reported to the Board, a summary is then forwarded to the district's county office of education.

We will be submitting documentation on-line as a summary to meet the reporting requirements of the Williams lawsuit. No Williams UCP complaints have been reported for this quarter.

**RECOMMENDATION:** Informational Item

**CENTER JOINT UNIFIED SCHOOL DISTRICT**  
**SUMMARY OF WILLIAMS UCP COMPLAINTS-**  
**October 2008 to December 2008**

<b>Areas of Complaints</b>	<b># of Complaints</b>	<b># Resolved</b>	<b># Unresolved</b>
Sufficiency Of Textbooks	0	0	0
Facilities Issues	0	0	0
Vacancy of Misassignment of Teachers	0	0	0
CAHSEE	0	0	0

# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Facilities & Operations Department

**Date:** January 7, 2008

**Action Item** \_\_\_\_\_

**To:** Board of Trustees

**Information Item**   X  

**From:** Craig Deason, Assist. Supt.

**# Attached Pages** \_\_\_\_\_

**Assist.Supt. Initials:** \_\_\_\_\_

**SUBJECT:** Safe School / SRO Report

Captain Bunce will be present to answer Board questions.



---

# SACRAMENTO COUNTY



# SHERIFF'S DEPARTMENT

---

**JOHN MCGINNESS**

*Sheriff*

November 17, 2008

Dr. Kevin Jolly, Superintendent  
Center Unified School District  
8408 Watt Avenue  
Antelope, CA 95843

CUSD SAFE Schools and SRO Description/Cost Analysis Comparison

Dear Dr. Jolly,

The following is a comparison of the job description and cost analysis between the CUSD Safe Schools Program and the School Resource Officer (SRO). It is the Sheriff's Department (SSD) goal to provide all of its constituents the highest level of public safety at the lowest possible cost. I hope this will assist you, and the CUSD Board, in making a decision on the safest and most cost efficient law enforcement service we can provide to your staff and students during these difficult financial times.

## **Basic Job Descriptions**

### School Resource Officers

SRO's are positions that SSD began using in 1999 to supplement the existing Safe Schools Programs. At that time, SSD provided this service to several Sacramento Area High Schools through the federally funded Universal Hiring Grant. When that funding stream was exhausted many of the SRO positions ceased to exist due to their expense and their role as a supplemental program to Safe Schools.

The existing SRO contract between SSD and CUSD defines the position as a stationary law enforcement presence at Center High School and serves the high school staff and approximately 1,500 students. The performance statistics were not available to me at the time this document was prepared. The priorities of the position, in order, are to:

- Foster educational programs using the SRO for instruction and presentations,
- To serve as a student mentor and role model,
- To respond to major disruptions and flagrant criminal offenses at the High School,
- To participate in the High School Safety Plan,
- To act as a liaison with law enforcement in investigations at the High School, and
- To work to reduce truancy.

### Safe Schools

Safe School Programs were first used by SSD in the early 1990's as a mobile first responder force. Deputies working Safe Schools are agents of SSD but are also independent contractors providing a more affordable solution to enhancing emergency and non-emergency response to contracting school districts.

The existing Safe Schools contract between SSD and CUSD defines the position as a mobile but visible law enforcement presence at all Schools, Departments, and passages of ingress and egress within the District. The CUSD Safe Schools Program serves every employee in the district and approximately 5,000 students. The performance statistics for calendar year '07-'08 recorded 2,541 calls for service and officer generated events. 442 of these calls/events were to Center High School (Attachment A). The priorities of the position, in order, are to:

- Provide an immediate response to emergency calls for service,
- Provide an immediate response to non-emergency calls for service,
- Provide visibility as a deterrent to crime to all the CUSD schools, business, and transportation offices within the districts boundaries, and
- Provide for additional resources to react to criminal intelligence, criminal patterns, investigations and special requests made by school staff.

In summary, SRO and Safe School Programs are distinctively different in nature. As stationary positions, SRO's focus primarily on law enforcement education and mentorship programs and the safety of one school site while the mobility of Safe School Programs exist to provide for the safety of staff and students within an entire school district.

### **Cost Analysis**

#### School Resource Officers

The current SRO contract between the SSD and CUSD is for an 18 month period to expire June 30<sup>th</sup>, 2009. The total cost for the life of the contract is \$263,590. This cost does not include Sacramento County Deputy Sheriff's Associations (SCDSA) negotiated benefits, equity and COLA increases received in July 2008 at 5.2%. This raise is based upon the Deputies total pay which can include up to 20% in contractually bargained incentives.

An example of this is realized in the existing contract. The *annualized* cost for the current SRO contract was initially \$171,872. The real costs are going to total approximately \$176,505 for Fiscal Year '08-'09. This is an increase of \$4,633 and is due to the equity and COLA received this year. If the SRO contract is extended into the '09-'10 Fiscal Year the equity increase will be 4% and the COLA up to 5%. The COLA has been holding steady at 5.2% and the SCDSA is expecting an increase for their represented employees of 8-9%. This would relate to an increase of \$8,019 bringing the next contracts annual cost at \$184,524.

Page 3  
Dr. K. Jolly  
November 1, 2008

A portion of the costs are attributed to operating and equipment expenses. The *annualized* one time cost for this contract is \$7,036 for all equipment other than the vehicle. The *annualized* vehicle cost for the SRO contract is \$12,125. This covers the maintenance and fuel costs to operate the vehicle. The vehicle is a home retention vehicle solely dedicated to the program.

SRO positions are essentially "financially owned" by the contracting agency. The district pays the salary and operating cost of the position during holidays, school breaks, staff development days, and summer vacation. During the summer break the SRO returns to SSD's work force. In the event an SRO is injured or sick for a prolonged period (longer than three days) SSD will re-assign another officer in his/her place.

#### Safe Schools

The budgeted *annualized* cost to run the Safe Schools Program is \$80,000. This includes salaries (including this years 5.2% increase) and one vehicle. "One time" costs for safety equipment are not charged. The vehicle cost for a calendar year is \$4,372. The cost is less because the vehicle is taken from a pool of available cars and the majority of the costs are absorbed by the SSD.

Safe School Officers are Off-Duty agents of SSD, but classified as independent contractors for payroll purposes. They are not compensated for contractual items such as overtime, social security tax, medical/dental/retirement benefits, vacation and holiday-in-lieu payouts. The off-duty rate of a Safe Schools Deputy is based upon the top-step Deputy Sheriff's wages plus 10%.

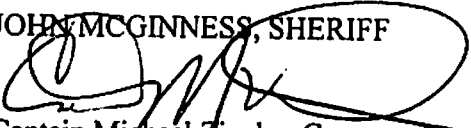
Any annual increase in wages mirror contractual bargaining raises of the SRO but is not based upon the total compensation of the wages and is capped at 10%. The 10% cap rule remains in effect even if the Deputy is entitled to 20% contractually. It is estimated that in '09-'10 the costs of operating the Safe Schools Program will increase by \$8,000 annually.

Safe School Officers are not the financial responsibility of the CUSD when school is not in session, or if the Deputy is using a leave balance. The district only pays for a Safe School Officer when the Officer is at work. This also allows for the flexibility of "cutting back" on hours of service when the fiscal picture requires it or increasing service when problems, or anticipated problems, dictate and without incurring overtime costs.

Both the SRO and the Safe Schools Program have their place and are valuable. I would be happy to provide recommendations, or to discuss, the best/past practices in the Districts efforts to choose the most effective law enforcement service at the most cost efficient rate. I have also attached a snapshot of the comparisons outlined in this document for your quick review (Attachment B).

Very truly yours,

JOHN MCGINNESS, SHERIFF



Captain Michael Ziegler, Commander  
Training and Education Division

MZ:mz

Center Unified School District  
SAFE SCHOOLS

SACRAMENTO CO. SHERIFF  
Requests for Service - Attachment A

Year End Final  
2007-2008

DESCRIPTION	SCHOOL									TOTAL
Type of Request	Dudley	N. Country	Oak Hill	Spinelli	Jr. High	High Schl	Cont. H.S.	Charter	Off Campus	REQ.
Assaults (Physical)	1				1	4	3	1	7	17
Assaults (Weapon)						1			3	4
Fights/Peace Disturbance	2	3	2		10	17	7		32	73
Sexual Assaults	1				2		1			4
Child Abuse/Neglect		1							1	2
Weapon Brandishing	1							1		2
Weapon Possession		1			2	2	1	1		7
Narcotic Possession		1		1	4	4	4		5	19
Alcohol Possession									1	1
Tobacco Possession						1	1			2
Burglary/Theft		3	3	5	3	14	2	1	9	40
Robbery							1		6	7
Vandalism	3	1	2	1		2			2	11
Gang/Hate Incident					4	8	4		7	23
Suspicious Persons	10	6	4	28	11	28	1	1	27	116
Suspicious Vehicles	2	3	1		5	4	3		15	33
Suspicious Circumstances	2	4	1	4	9	6		2	15	43
Missing Student		1		1	1	6	1	1		11
Truant Pick Up/Check	1	2		2	4	8	2		2	21
Welfare Checks	1	2			2	5			3	13
Vehicle Stops	1	1			10	7			23	42
Traffic Enforcement Req.		1	3	1	6	2	1		7	21
Transport (Student)		1			5	6	1		3	16
Transport (Other)										0
Spec. Asgn/Presentations	3	2	8	4	12	25	5		14	73
Site Visits	236	254	239	267	339	292	234	16	63	1940
<b>Total By School Site</b>	<b>264</b>	<b>287</b>	<b>263</b>	<b>314</b>	<b>430</b>	<b>442</b>	<b>272</b>	<b>24</b>	<b>245</b>	<b>2541</b>
<b>DISPOSITIONS</b>										
Reports	4	3	3	7	17	17	2	1	23	77
Arrests	1			2	1	5			3	12
Citations		1			13	2	1	1	14	32
<b>Total By School Site</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>9</b>	<b>31</b>	<b>24</b>	<b>3</b>	<b>2</b>	<b>40</b>	<b>121</b>

**Sheriff Resource Officer and Safe Schools Program  
Duty and Cost Comparison  
Attachment B**

<u>Service/Cost</u>	<u>School Resource Officer</u>	<u>Safe School Program</u>
Description	Fosters educational, mentor programs and handles calls for service	Responds to emergency, non-emergency, self-generated calls for service
Primary Jurisdiction	Center High School	Center Unified School District
Staff/Students Served	All high school staff, approximately 1,500 students	All CUSD employees and approximately 5,000 students
Annual Calls/Events Response	Statistical data not available at time of document preparation	2,541 responses (442 to high school)
Cost of Annualized Contract/Program	\$176,505	\$80,000
Working Days Obligation to Pay	Every day worked for the life of the contract, even during school closures	Days working and present in the District
Contractual Incentive Pay	20% over top step Deputy Sheriff	10% over top step Deputy Sheriff
Annual Vehicle Expenses	\$12,125	\$4,372
Other Expenses	\$7,036	None

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Office

**Date:** January 7, 2009

**To:** Board of Trustees

**FROM:** Jeanne Bess, Director of Fiscal Services

**Administrator's Initials:** \_\_\_\_\_

**Action Item** \_\_\_\_\_

**Information Item** X

**# Attached Pages** 2

**SUBJECT: Summary of Board Budget Action**

Jeanne Bess, Director of Fiscal Services, will be presenting her summary of what actions the Board took on the budget at the last meeting.

**RECOMMENDATION:** information only.

**Center Joint Unified School District  
Budget Plan  
For Fiscal Years 2008/09 and 2009/10**

**ANTICIPATED BUDGET SHORTFALL**

<u>1/09</u>	<u>7/09</u>
<u>1,570,000.00</u>	<u>2,832,000.00</u>

**APPROVED 12/17/08**

A. 1	Generate \$60,000 for particulate matter traps if the grant is unsuccessful		60,000.00
2	Maintain 95% of Board stipends ( 5% reduction effective 1/1/09)	396.00	792.00
3	Provide classroom subs, long term custodial subs only; allow short term subs to be site funded	15,000.00	30,000.00
4	Accept donation from Center Endowment for Educational Excellence	24,700.00	
5	Maintain 50% of stipend positions; positions will remain vacant. No action needed	26,175.00	52,350.00
6	Recover carryover of unrestricted general fund site and department budgets from 2007/08	100,000.00	
7	Maintain 3% required reserve in Fund 1 (\$570,000 current surplus)	<b>486,229.00</b>	
8	Reduce expenses for classified compensation by \$557,000 per year	278,500.00	557,000.00
9	Increase 6th through 12th grade contractual cap to 178 student contacts for the 2009/10 school year. Memorandum of Understanding approved; no action required.		315,000.00
10	Recover Sip Carryover (\$92k); 06/07 Block Grant (\$118k); Pupil Retention (\$219k); Art and Music (\$210k) subject to categorical flexibility	639,000.00	
11	Maintain ADA by having all first-time out-going students contacted by the principal, assistant superintendent for C & I, and Superintendent in order to meet student needs	X	X
12	Rent unused space if it results in a net profit to the District.	X	X
13	Investigate starting new programs to attract new students	X	X
14	Freeze hiring	X	X
15	Make every effort to provide continued employment and benefits wherever possible	X	X
16	Investigate cell phone carriers; current Request for Proposals posted.	X	X
17	Propose Certificated and Classified retirement programs with two year freeze on rehire		X
		<u>1,570,000.00</u>	

**RESCINDED ON 12/17/08**

B. 1	On 12/03/08, the Board of Trustees took action to reduce Administrative compensation costs by \$498,000 for the 2009/10 school year		498,000.00
------	---	--	------------

**TABLED ON 12/17/08**

C. 1	Expand home to school transportation to all students; charge \$1 per day, \$0.50 reduced lunch, \$0.00 free lunch and Special Education	21,000.00	42,000.00
2	Maintain cell tower revenue in Fund 1 (\$50k cut to CHS). This will cover 50% of the ten year stadium turf replacement	50,000.00	50,000.00
3	Fund 85% of site/department budgets	187,000.00	187,000.00

4	Reduce site/department budgets by an additional 15%	187,000.00	187,000.00
---	---	------------	------------

**NOT DISCUSSED AS OF 12/17/08**

D. 1	Maintain 100% District paid employee only coverage; 65% District paid coverage for 2-party and family health benefits for the 2009/10 school year		(375,000.00)
2	Sell advertising space at CHS stadium per Board policy		X
3	Establish lead driver, eliminate transportation supervisor		61,000.00
4	Eliminate transportation supervisor and dispatcher; create co-ordinator		61,000.00
5	Move McClellan to old junior high site; reduce costs through efficient combining of services with Charter campuses		70,000.00
6	Maintain one academic coach; one coach returns to classroom		83,000.00
7	Establish Athletic Fees (CHS = \$75/sport, \$150 cap/yr; WCR = \$50/sport, \$100 cap/yr; Family cap \$400/yr)		100,000.00
8	Cut 4 elementary Vice Principals; .5 Principal at McClellan		310,000.00
9	Reduce expenses for certificated compensation by \$1,088,000 per year		1,088,000.00
10	Equalize administrative work days		15,000.00
11	After staffing efficiently, reducing all expenses to minimal levels, raising all reasonable revenues, and fully utilizing all excess reserves, reduce all district salaries by an across the board percentage as needed to maintain a positive budget certification (cut 5%, subject to negotiation)		1,262,390.00

**NOT YET CONSIDERED**

E. 1	Maintain 95% salary for cabinet/superintendent to fund part of the Safe School Officer Program for the District (subject to negotiation)		30,864.00
------	--	--	-----------

**HELD FOR FUTURE CONSIDERATION IF NECESSARY**

F. 1	Investigate possible Request for Proposals for worker compensation carrier	X	X
2	Staff 9th grade English and Math at 34 (cut 9th grade CSR)		76,972.00
3	Staff K at 33, 1-3 at 30		48,940.00
4	Maintain SRO (cut Safe Schools Program)	40,000.00	80,000.00
5	12/26/08, 1/02/09 Furlough (1% reduction in annual salary)	50,000.00	50,000.00
6	Maintain Safe Schools Program (cut SRO)		160,000.00
7	Maintain 3 cabinet members. Conclusion: already at minimal levels		100,000.00
8	Maintain 1 principal for 2 elementary schools.		200,000.00
9	Establish 2 day furlough (1% reduction in annual salary) Subject to negotiation	230,867.00	230,867.00
10	Pay 99% of salary (cut 1% salary) Subject to negotiation	252,478.00	252,478.00
11	Maintain employees at current salary schedule column only (freeze column) Subject to negotiation		87,630.00
12	Maintain employees at current salary schedule step only (freeze step) Subject to negotiation		390,000.00
13	Pay employee Health & Welfare premium only. Subject to Negotiation	354,000.00	708,000.00
14	Maintain 3 Elementary Schools		185,000.00
15	Computer match		175,000.00
16	Replace one bus		130,000.00



# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Superintendent

**Date:** January 7, 2009

**To:** Board of Trustees

**FROM:** Dr. Kevin J. Jolly, Superintendent

**Action Item** \_\_\_\_\_

**Information Item**   X  

**# Attached Pages** \_\_\_\_\_

**Administrator's Initials:** \_\_\_\_\_

**SUBJECT:** Board Development

The Board of Trustees will be reviewing and discussing Board Bylaws  
9310 – 9321.1

**RECOMMENDATION:** information only

# **Board Bylaw**

BB 9310

## **Board Bylaws**

### **Board Policies**

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 9000 - Role of the Board)

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agendas/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6145 - Extracurricular and Cocurricular Activities)

### **Policy Development and Adoption Process**

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision or goals, educational research or trends, or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district or a recommendation or request from staff or other interested persons.

2. As needed, the Superintendent or designee shall gather fiscal and other data, staff and

public input, related district policies, sample policies from other organizations or agencies, and other useful information to fully inform the Board about the issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, how the proposed policy may affect student learning, community expectations, staff recommendations, fiscal impact, as well as the policy's impact on governance and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

### **Board Bylaws**

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

### **Administrative Regulations**

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations

shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve regulations for the purpose of ensuring conformity with the intent of Board policy.

#### **Monitoring and Evaluation**

At the time a policy is adopted, the Board and Superintendent or designee shall determine whether an evaluation of the policy should be scheduled and, if so, shall agree upon a timeline and measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

#### **Access to Policies**

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.

(cf. 1113 - District and School Web Sites)

(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue.

(cf. 1112 - Media Relations)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

(cf. 6020 - Parent Involvement)

#### **Suspension of Policies**

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be

operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210 - Administrative Leeway in Absence of Governing Board Policy)

**Legal Reference:**

**EDUCATION CODE**

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

**Management Resources:**

**CSBA PUBLICATIONS**

Targeting Student Learning: The School Board's Role as Policymaker, 2005

Maximizing School Board Leadership: Policy, 1996

**WEB SITES**

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online™), Policy Audit Program, Individual District

Policy Workshops, Agenda Online, and Manual Maintenance: <http://www.csba.org/ps>

National School Boards Association: <http://www.nsba.org>

**Bylaw CENTER UNIFIED SCHOOL DISTRICT**

adopted: October 18, 2006 Antelope, California

# **Board Bylaw**

BB 9315

## **Board Bylaws**

### **Administrative Leeway in Absence of Governing Board Policy**

The Superintendent shall have the power to act in cases where emergency action must be taken and the Governing Board has not provided guides for administrative action. The Board shall review the Superintendent's decision at the next regular Board Meeting.

The president of the Board shall be kept informed by the Superintendent of any action taken. The president shall use his/her discretion in informing the Board before its next regular meeting.

Legal Reference:

EDUCATION CODE

35035 Powers and duties of superintendent

Bylaw adopted  
by the Board: April 16, 1986

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

# **CSBA Sample Board Bylaw**

## **Bylaws of the Board**

BB 9320(a)

### **MEETINGS AND NOTICES**

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public and shall be conducted in accordance with law and Board procedures.

*(cf. 9321 - Closed Session Purposes and Agendas)*  
*(cf. 9321.1 - Closed Session Actions and Reports)*  
*(cf. 9323 - Meeting Conduct)*

Except as otherwise authorized by law, direct communication, personal intermediaries, and technological devices shall not be used by a majority of Board members to develop a collective concurrence as to an action to be taken by the Board on any item of district business. (Government Code 54952.2)

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Meeting notices and agendas shall specify that any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

Each agenda shall also list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

*(cf. 9322 - Agenda/Meeting Materials)*

## **MEETINGS AND NOTICES (continued)**

### **Regular Meetings**

The Board shall hold two regular meeting(s) each month. Regular meetings shall be held at 6:00 p.m. on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of the month.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

### **Special Meetings**

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

### **Emergency Meetings**

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board



## **MEETINGS AND NOTICES (continued)**

*(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)*

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

### **Adjourned/Continued Meetings**

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

### **Study Sessions, Retreats, Public Forums, and Discussion Meetings**

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

## **MEETINGS AND NOTICES (continued)**

*(cf. 2000 - Concepts and Roles)*

*(cf. 2111 - Superintendent Governance Standards)*

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9400 - Board Self-Evaluation)*

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

### **Other Gatherings**

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

*(cf. 9130 - Board Committees)*

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

### **Location of Meetings**

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a

## **MEETINGS AND NOTICES (continued)**

facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

## **MEETINGS AND NOTICES (continued)**

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

### **Teleconferencing**

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

*Legal Reference: (see next page)*

## MEETINGS AND NOTICES (continued)

### *Legal Reference:*

#### EDUCATION CODE

- 35140 *Time and place of meetings*
- 35143 *Annual organizational meeting, date, and notice*
- 35144 *Special meeting*
- 35145 *Public meetings*
- 35145.5 *Agenda; public participation; regulations*
- 35146 *Closed sessions*
- 35147 *Open meeting law exceptions and applications*

#### GOVERNMENT CODE

- 11135 *State programs and activities, discrimination*
- 54950-54963 *The Ralph M. Brown Act, especially:*
- 54953 *Meetings to be open and public; attendance*
- 54954 *Time and place of regular meetings*
- 54954.1 *Mailed notices*
- 54954.2 *Agenda posting requirements, board actions*
- 54956 *Special meetings; call; notice*
- 54956.5 *Emergency meetings*
- 54961 *Prohibition on use of certain facilities*

#### UNITED STATES CODE, TITLE 42

- 12101-12213 *Americans with Disabilities Act*

#### CODE OF FEDERAL REGULATIONS, TITLE 28

- 35.160 *Effective communications*
- 36.303 *Auxiliary aids and services*

#### COURT DECISIONS

- Wolfe v. City of Fremont*, (2006) 144 Cal.App. 544
- 216 Sutter Bay Associates v. County of Sutter*, (1997) 58 Cal.App. 4th 860

#### ATTORNEY GENERAL OPINIONS

- 88 *Ops. Cal. Atty. Gen.* 218 (2005)
- 84 *Ops. Cal. Atty. Gen.* 181 (2001)
- 84 *Ops. Cal. Atty. Gen.* 30 (2001)
- 79 *Ops. Cal. Atty. Gen.* 69 (1996)
- 78 *Ops. Cal. Atty. Gen.* 327 (1995)

### *Management Resources:*

#### CSBA PUBLICATIONS

- The Brown Act: School Boards and Open Meeting Laws*, rev. 2006

#### ATTORNEY GENERAL PUBLICATIONS

- The Brown Act: Open Meetings for Legislative Bodies*, 2003

#### WEB SITES

- CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.caag.state.ca.us>

(11/02 7/06) 3/08

# **Board Bylaw**

BB 9321

## **Board Bylaws**

### **Closed Session Purposes And Agendas**

The Governing Board may hold closed sessions only for purposes identified in law. The Board may hold a closed session at any time during a regular or special meeting and during emergency meetings in accordance with law. (Government Code 54956.5, 54957.7, 54962)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The agenda shall contain a brief general description of all closed session items to be discussed. (Government Code 54954.2)

The Board shall disclose in open meeting the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

No agenda, notice, announcement, or report required by the Brown Act need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed. (Government Code 54961)

In accordance with law, a Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

### **Personnel Matters**

The Board may hold closed sessions to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. These sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4115 - Evaluation/Supervision)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4215 - Evaluation/Supervision)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4315 - Evaluation/Supervision)

The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person, unless the employee requests an open session. Before the

Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)

The Board may hold closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to public employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

#### Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session with the Board's designated representative

regarding employee salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. These closed sessions may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's designated representative. (Government Code 54957.6)

Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative. Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session to hear any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in these proceedings. (Government Code 54957.6)

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

#### **Matters Related to Students**

The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action, except expulsion, against a student when a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49073-49079)

(cf. 5117 - Interdistrict Attendance)  
(cf. 5119 - Students Expelled from Other Districts)  
(cf. 5125.3 - Challenging Student Records)  
(cf. 5144 - Discipline)

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the



hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

#### Security Matters

The Board may meet in closed session with the Attorney General, district attorney, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

#### Conference with Real Property Negotiator

The Board may meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of the property.

(Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

#### Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" when any of the following circumstances exist:

1. Litigation to which the Board is a party has been initiated formally. (Government Code 54956.9(a))
2. A point has been reached where, in the Board's opinion based on the advice of legal counsel and on the existing facts and circumstances, there is a significant exposure to litigation against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in item #2 above are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

2. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.

3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - Claims and Actions Against the District)

4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.

The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation

pursuant to Government Code 54956.9(b) and shall specify the potential number of cases.

When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to items #2-5 above. (Government Code 54954.5, Government Code 54956.9(b)(3)(B-E))

#### **Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim against a joint powers authority formed for the purpose of insurance pooling or self-insurance authority of which it is a member, for the payment of tort liability losses, public liability losses or workers' compensation liability. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3320 - Claims and Actions Against the District)  
(cf. 3530 - Risk Management/Insurance)

When the board of the joint powers agency has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take action concerning information obtained in a closed session of the joint powers agency. During the district's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to "Conference Involving a Joint Powers Agency" shall specify the closed session description used by the joint powers agency and the name of the district representative on the joint powers agency board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

#### **Review of Audit Report from Bureau of State Audits**

Upon receipt of a confidential final draft audit report from the Bureau of State Audits, the Board may meet in closed session to discuss its response to that report. After public release of the report from the Bureau of State Audits, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by

some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the Bureau of State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)

#### **Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

#### **Legal Reference:**

##### **EDUCATION CODE**

35145 Public meetings

35146 Closed session (re student suspension)

44929.21 Districts with ADA of 250 or more

48918 Rules governing expulsion procedures; hearings and notice

49073 Release of directory information

49076 Access to records by persons without written parental consent

49079 Notification to teacher re: students whose actions are grounds for suspension or expulsion

60617 Meetings of governing board

##### **GOVERNMENT CODE**

3540-3549.3 Educational Employment Relations Act

6250-6268 California Public Records Act

54950-54963 The Ralph M. Brown Act

##### **COURT DECISIONS**

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners (2003) 107 Cal.App.4th 860

Bell v. Vista Unified School District (2001) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District (1999) 70 Cal.App. 4th 87

Furtado v. Sierra Community College District (1998) 68 Cal. App. 4th 876

Roberts v. City of Palmdale (1993) 5 Cal.4th 363

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App. 2d 41

##### **ATTORNEY GENERAL OPINIONS**

86 Ops.Cal.Atty.Gen. 210 (2003)

78 Ops.Cal.Atty.Gen. 218 (1995)  
59 Ops.Cal.Atty.Gen. 532 (1976)

**Management Resources:**

**CSBA PUBLICATIONS**

**The Brown Act: School Boards and Open Meeting Laws, 2003**

**ATTORNEY GENERAL PUBLICATIONS**

**The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, 2002**

**CALIFORNIA CITY ATTORNEY PUBLICATIONS**

**Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000**

**WEB SITES**

**CSBA: <http://www.csba.org>**

**California Attorney General's Office: <http://www.caag.state.ca.us>**

**Bylaw CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: March 2, 2005      Antelope, California**

# **Board Bylaw**

BB 9321.1

## **Board Bylaws**

### **Closed Session Actions And Reports**

No matters other than those announced in open session shall be acted upon during the closed session. (Government Code 54957.7)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall reconvene in open session before adjourning and report closed session actions, the votes or abstentions thereon, and other disclosures required by Government Code 54957.1. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing them. (Government Code 54957.7)

### **Personnel Matters**

The Board shall report any personnel action taken and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall identify the title of the position. However, the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 2123 - Evaluation of the Superintendent)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

### **Negotiations/Collective Bargaining**

Final action on the proposed compensation of one or more unrepresented employees shall not be taken during the closed session. (Government Code 54957.6)

Approval of an agreement concluding closed session labor negotiations with represented employees shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

## **Student Matters**

Actions related to student matters shall be taken in open session and shall be a matter of public record. No information shall be released in violation of student privacy rights provided in law. (Education Code 35146, 48918; 20 USC 1232))

In an expulsion action, the student's name shall not be disclosed, but the cause for the expulsion shall be disclosed in open session.

(cf. 5117 - Interdistrict Attendance)  
(cf. 5119 - Students Expelled from Other Districts)  
(cf. 5125 - Student Records)  
(cf. 5125.3 - Challenging Student Records)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

## **Real Estate Negotiations**

Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final. If the Board renders the agreement final, it shall report that approval, the votes or abstentions thereon, and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

## **Pending Litigation**

The Board shall report the following actions related to pending litigation, and the votes or abstentions thereon, at the public meeting during which the closed session is held:  
(Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation and if final approval rests



with the other party or with the court, the district shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

#### **JPA/Self-Insurance Claims**

The Board shall report the disposition of joint powers authority or self-insurance claims and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall include the name of the claimant(s), the name of the agency claimed against, the substance of the claim and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

(cf. 3320 - Claims and Actions Against the District)  
(cf. 3530 - Risk Management/Insurance)

#### **Review of Assessment Instruments**

At the public meeting during which the Board holds a closed session to review student assessment instruments, the Board shall confirm that this review was made. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

(cf. 6162.5 - Student Assessment)

#### **Legal Reference:**

##### **EDUCATION CODE**

35145 Public meetings

35146 Closed session (re student matters)

48918 Rules governing expulsion procedures; hearings and notice

49073-49079 Privacy of student records

60617 Meetings of governing board

##### **GOVERNMENT CODE**

54950-54963 The Ralph M. Brown Act, especially:

54957.1 Closed sessions; public report of action taken

54957.6 Closed sessions; representatives to employee organization(s)

54957.7 Disclosure of items to be discussed

##### **UNITED STATES CODE, TITLE 20**

1232 Family Educational Rights and Privacy Act

##### **CODE OF FEDERAL REGULATIONS, TITLE 34**

99.1-99.8 Family Educational Rights and Privacy

80 Ops.Cal.Atty.Gen. 85 (1997)

##### **COURT CASES**

Kleitman v. Superior Court of Santa Clara County 87 Cal Rptr. 2d (1999)

Bylaw CENTER UNIFIED SCHOOL DISTRICT  
adopted: August 5, 1998 Antelope, California

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Superintendent

**Date:** January 7, 2009

**To:** Board of Trustees

**FROM:** Dr. Kevin J. Jolly, Superintendent

**Administrator's Initials:** \_\_\_\_\_

**Action Item**   X  

**Information Item**       

**# Attached Pages**   5  

**SUBJECT:** Approval of Minutes

December 17, 2008 Regular Minutes

**RECOMMENDATION:** CJUSD Board of Trustees approve the attached minutes.

**CONSENT AGENDA**

# CENTER JOINT UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES REGULAR MEETING

Center High School - Theater  
3111 Center Court Lane, Antelope, CA 95843

Wednesday, December 17, 2008

### MINUTES

**CALL TO ORDER** - President Friedman called the meeting to order at 5:42 p.m.

**ROLL CALL** - Trustees Present: Mr. Blenner, Mr. Friedman, Mrs. Williams, Mr. Wilson

Trustees Absent: Mrs. Anderson

Administrators Present: Dr. Jolly, Superintendent  
Scott Loehr, Assist. Supt., Curriculum & Instruction  
Craig Deason, Assist. Supt., Operations & Facilities  
George Tigner, Director of Personnel  
Jeanne Bess, Director of Fiscal Services

### ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Student Expulsions/Readmissions (G.C. §54962)

**PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION** - none

**CLOSED SESSION** - the Board adjourned into closed session at 5:43 p.m.

Trustee Anderson arrived at 5:45 p.m.

**OPEN SESSION** - called to order by Mr. Friedman at 6:08 p.m.

**FLAG SALUTE** - led by Jeanne Bess.

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** - President Friedman announced that the Board had met in closed session, and in the matter of:

1. Student Expulsions/Readmissions (G.C. §54962)  
Student Expulsion #08-09.11 - Recommendation approved.

**Motion:** Blenner  
**Second:** Williams

**Vote:** General Consent

**ADOPTION OF AGENDA** - approved adoption of agenda as amended: merge the special agenda with the regular agenda, starting with the Regular Agenda Business Items, then pick up with remaining Business Items from the Special Agenda.

**Motion:** Wilson  
**Second:** Williams

**Vote:** General Consent

**STUDENT PERFORMANCE:** The Dudley Elementary School Band was not able to perform at the meeting.

**DECLARATION OF ELECTION RESULTS** - President Friedman read the election results from the Sacramento County Office of Voter Registration.

**ADMINISTRATION OF OATHS OF OFFICE** - Dr. Jolly, Superintendent, administered the oaths of office to Mrs. Nancy Anderson and Mr. Matthew Friedman.

### **ORGANIZATION REPORTS**

1. **CUTA** - Ann Neal, President, announced that they went to every site and asked if they were willing take a cut to save jobs, and the response was "no".
2. **CSEA** - Marie Huggins, President, shared with the Board that they want to work with the Board on the "classified cuts" list. They would agree with the amount to cut, but would like have input on the positions that are affected.

### **REPORTS/PRESENTATIONS**

1. **Update on District Goals** - Scott Loehr, Assistant Superintendent of Curriculum & Instruction, reported on the progress of the district goals as shown in the Board packet.
2. **Facilities & Security Report** - Craig Deason, Assistant Superintendent of Operations & Facilities, reported on the CHS Stadium and Field Upgrade, Modernization, and Rex Fortune Elementary. He also reported that PG&E is attempting to put a gas line through Baseline Road, which would cause a problem for the new high school zoned for that area, but he is working with Mike Winters, as well as the California Lands Commission, to try to get that resolved.

### **COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA**

Cindy Hahn, teacher at Oak Hill, again inquired when the MOT position became a permanent position. The information given at the Board meeting was that it was posted as a permanent vacant position. She also inquired on why no cuts were being considered at the district/cabinet level. The previous and current jobs, at that level, were explained, as well as the cuts in district office positions over the last few years. She shared a concern with restrooms not being cleaned at Oak Hill because there was not a custodial sub at her site. It was recommended that she notify Mr. Deason's office.

Lynda Olander, parent at Oak Hill, questioned how information was gathered to make the decision in the administrative changes. Dr. Jolly addressed her concern on how the administrative changes were decided. She also expressed her concern with there not being any cuts at the district level, specifically at the cabinet level. She then asked the Board to not shake up the administration at the children's school sites.

Angelina Hughes, parent at Oak Hill, asked why the parents and community were not informed earlier on these cuts. George Tigner explained that it is a decision that is made by administration. She asked how parent feed back was received to reach their decisions in administration changes.

Connie Riddle, parent at Oak Hill, shared her concern with how the Board has approached the decisions in changes to be made at the school sites and the district overall. She shared that they are upset that they have not been included in the decision of changes.

**COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA (continued)**

Miles Crabtree, student at McClellan High School, read a statement from Jessica Brewer (also a student at McClellan High School). The comments from Jessica noted her concerns with the move of her campus to be combined with another site. There was also concern with 8<sup>th</sup> grade students currently on that campus. Miles Crabtree then expressed his love for McClellan High School and shared how it has been a positive change for him.

**BOARD/SUPERINTENDENT REPORTS** - It was asked to hold Board/Superintendent Reports until the end of the meeting.

**CONSENT AGENDA**

1. Approved Adoption of Minutes from November 19, 2008 Regular Meeting
2. Approved Adoption of Minutes from November 19, 2008 Special Meeting
3. Approved Adoption of Minutes from December 3, 2008 Board Workshop
4. Approved Adoption of Minutes from December 8, 2008 Board Workshop
5. Approved Classified Personnel Transactions
6. Approved Certificated Personnel Transactions
7. Approved Professional Service Agreement: Mad Science of Sacramento Valley - WCR GATE
8. Approved Single Plan for Student Achievement - Oak Hill
9. Approved Single Plan for Student Achievement - WCR
10. Approved Field Trip: 6<sup>th</sup> Grade to Sly Park Environmental Education Center-WCR
11. Approved Field Trip: 6<sup>th</sup> Grade to Alliance Redwoods Education Center - WCR
12. Approved Out-of-State Field Trip: AP Macroeconomics Trip to Disney World in Orlando, Florida - CHS
13. Approved SchoolConnects Autodialer System by SynreVoice Technologies, Inc. Subscription Renewal
14. Approved Safe School and Emergency Preparedness Plan - NoCo
15. Approved Resolution #8/2008-09 Local Agreement for Child Development Instructional Materials Contract #CIMS-8447
16. Ratified Professional Services Agreement: Mike Lee, Architect to Upgrade Transportation Fuel System
17. Approved Adoption of Plans and Specifications for Increments 2 and 3 and Amendment #1 to Facilities Lease for Construction of the Athletic Facilities
18. Approved Notice of Completion for Restroom Relocatable Building at Spinelli Elementary
19. Approved Payroll Orders: July 2008 through November 2008
20. Approved Supplemental Agenda (Vendor Warrants)

**Motion:** Blenner  
**Second:** Williams

**Vote:** General Consent

**INFORMATION ITEMS**

1. Workshop: "12<sup>th</sup> Annual California Paraeducator Conference" - B. Livingston & R. Gagne (WCR)
2. Workshop: "Governor's Budget Workshop" - J. Bess (Bus. Off.)

## **BUSINESS ITEMS**

### **A. APPROVED - Annual Organizational Meeting for Governing Board**

Trustee Friedman, Board Clerk, opened the nominations for Officers of the Board for 2009.

- 1) **Office of the Board President:** Trustee Friedman made a motion, seconded by Trustee Blenner, to nominate Trustee Wilson as President of the Board. There were no other nominations.  
**Vote: General Consent**
- 2) **Clerk of the Board:** Trustee Friedman made a motion, seconded by Trustee Anderson to nominate Trustee Blenner; he declined. Trustee Blenner made a motion, seconded by Trustee Wilson, to nominate Trustee Williams as Clerk of the Board. There were no other nominations.  
**Vote: General Consent**
- 3) **Board Representative to SCOE:** Trustee Friedman made a motion, seconded by Trustee Williams to nominate Trustee Blenner to serve as Board Representative to the Sacramento County Office of Education. There were no other nominations.  
**Vote: General Consent**
- 4) **Date, Time, Place of Board Meetings:** Trustee Anderson made a motion, seconded by Trustee Blenner, to continue meeting at 6:00 p.m. on the first and third Wednesdays of the month, with special meetings to be held on Wednesdays whenever possible, and to continue rotating the meetings among the school sites.  
**Vote: General Consent**

Trustee Friedman noted that he has enjoyed his time as Board President this last year. Dr. Jolly presented Trustee Friedman with a gavel that read "Center Joint Unified School District, Matthew L. Friedman, Board President 2008".

At this time the meeting was handed over to the newly appointed President, Donald Wilson.

**RECESS:** At 7:49 p.m. Trustee Wilson, President of the Board, called a recess of the regular meeting of the CJUSD Board of Trustees to convene the Organizational Meeting of the Board of Directors of the CJUSD Financing Corporation. The meeting of the CJUSD Financing Corporation was adjourned at 7:51 p.m. at which time the regular meeting of the Center Joint Unified Board of Trustees was reconvened.

A break was taken from 7:51 – 8:06 p.m.

There was a motion to let the children go ahead and speak regarding elementary school administrators.

**Motion:** Anderson  
**Second:** Blenner

**Ayes:** Anderson, Blenner, Friedman, Williams  
Wilson  
**Noes:** None

**BUSINESS ITEMS (continued)**

**D. TABLED - Release of Administrator (Ed. Code 44951) - Oak Hill Elementary - Vice Principal**  
There was a motion to bring this item to the floor.

**Motion:** Friedman  
**Second:** Anderson

David Grimes, Principal at Oak Hill, stated that Patty is an excellent administrator and would be an excellent principal.

Robert Redmond, parent at Oak Hill, shared his disappointment with the decisions made by the Board. He has trusted the school administration to watch over his children. He noted that the Board's job is to protect the children of the district. He noted that his comments are for the entire office.

Lynda Olander, parent at Oak Hill, shared the information of Patty Spore's influence on the Green Barrett Program and that she brings a lot to the school.

Cindy Hahn, teacher at Oak Hill, shared information of Patty Spore's contributions to Oak Hill. She noted that Mrs. Spore does her job, and does it well.

Connie Riddle, commented on Mrs. Spore's reputation at the school as well as in the neighborhood. Mrs. Spore is known as the disciplinarian. Both Mrs. Spore and Mr. Grimes are very visible on campus with the parents and are dedicated to the school. She noted that they would like to keep both Mrs. Spore and Mr. Grimes.

Kay Morrison, teacher at Oak Hill, addressed the concern with administrative changes in general. It would disrupt the chain of command throughout the elementary schools in the district. She stated that they are reassignments, not money-saving placements. She noted that years of service and the evaluations should be used in making decisions.

Angelina Hughes, parent at Oak Hill, noted that there are families in the community that are struggling financially and the one stability is their school, and that removing Mr. Grimes and Mrs. Spore takes away a sense of family.

Mrs. Spore, Vice Principal at Oak Hill, addressed the Board as a member of the Center Unified School District family. She stated that she understood that cuts need to be made and is OK with going back into the classroom. She noted that she is concerned with the restructuring of site level administration all being shuffled around. She noted that we need to offer families stability, when there may not be stability at home with the problems occurring right now with the economy.

Mr. Campbell, parent at Oak Hill, noted that Mr. Grimes and Mrs. Spore make things happen on their site.

Natalie McNeal, parent at Oak Hill, noted it does not make sense that administrators are being moved around. She also noted that the parents are asking questions, but are not getting answers.

Trustee Anderson thanked Mr. Grimes and Mrs. Spore for everything they have done for Oak Hill and for the district.



**BUSINESS ITEMS (continued)**

There was a motion to Table Business Item D until after the holidays.

**Motion failed.**

**Motion:** Anderson  
**Second:** none

There was discussion among the Board:

Trustee Blenner asked where Mrs. Spore would be placed. Mr. Tigner noted that it would depend on where there would be openings. Trustee Williams noted that everything is subject to change. Trustee Wilson asked about seniority and bumping rights. George Tigner noted that it depends on where there are openings. They would then look at seniority of the individuals and their credentials. There are already seniority lists gathered. Trustee Wilson asked if the administrators would like to have an answer now, or put off for a couple of weeks. Mrs. Williams noted that these decisions have to be made because of the state's cuts along with our declining enrollment. Mr. Grimes stated that he is more concerned with the process. There has been a rush to make a quick decision. The entire package needs time and more input into process.

There was a motion to lay Business Item D on the table.

**Motion:** Friedman  
**Second:** Blenner  
**Vote:** General Consent

At 9:00 p.m. there was a motion to extend the meeting past 9:00 p.m.

**Motion:** Anderson  
**Second:** Williams  
**Vote:** General Consent

There was a motion to let the children speak now regardless of school.

**Motion:** Blenner  
**Second:** Anderson  
**Vote:** General Consent

Aaron Presley Pickett, student at North County, noted that his vice principal and principal are important to the school and they are awesome.

Angelina Swayne, student at AVCS, asked that we keep the school the way it is, as a small school, and keep McClellan and AVCS separate.

Jack, a student at AVCS, came to the school because of it's small school setting. He also shared his concern with a part time principal for their site. He then addressed the issue of less staff for their campus.

Yuliya Didovich, student at AVCS, noted that the small school environment works well, but may not be if McClellan joins their site. Families would pull their children out of AVCS.

Katelyn Albrecht, student and SB President at CHS, shared her concern with the number of changes in counseling and administration over the years at CHS. She shared her list of concerns with the administration and other various cuts being considered for CHS.

**BUSINESS ITEMS (continued)**

Michelle Haney, parent at AVCS, asked Dr. Jolly why it was not shared at their site meeting that the administrative changes had already been decided. She stated that they do not want a part time principal for their school. It was explained that it is not set in stone.

James Haney, parent at AVCS, asked why we are hurting the children first, always thinking about the dollar. He asked that the district do what's best for the children.

Trustee Friedman and Trustee Blenner asked the community to contact their senators and assemblymen about the budget decisions they are making.

Kevin Matre, student at CHS, shared his concern with the possibility of new teachers being cut, as well as Mrs. Hays from her VP position. He noted that the staff do not get the credit deserved for all of the extra time they put in for the students.

**E. TABLED - Release of Administrator (Ed. Code 44951) - Oak Hill Elementary - Principal**  
There was a motion to bring to the floor Business Item E for discussion.

**Motion:** Friedman

**Second:** Blenner

Mr. Grimes, Principal at Oak Hill, questioned the criteria, process, and the timing of the administrator changes. He also questioned whether there is a better way in doing business. He mentioned the successes at Oak Hill while he has been principal there.

Mrs. Hahn, teacher at Oak Hill, spoke on behalf of the teachers at Oak Hill. She then presented to the Board a Petition of Confidence of David Grimes. She noted the successes at Oak Hill due to the administration and staff at Oak Hill.

Lynda Olander, parent at Oak Hill, noted the successes at Oak Hill due to the administrative leadership at Oak Hill.

There was a motion to lay Business Item E on the table.

**Motion:** Anderson

**Vote:** General Consent

**Second:** Blenner

There was a motion to move over to the Business Items on the Special Agenda.

**Motion:** Friedman

**Vote:** General Consent

**Second:** Williams

**F. APPROVED - Retirement Incentive Plan (STRS)**

George Tigner, Director of Personnel, explained the STRS Golden Handshake plan that could be offered, if fiscally feasible.

**Motion:** Blenner

**Vote:** General Consent

**Second:** Friedman

**BUSINESS ITEMS (continued)**

The Board took a break from 11:10 – 11:20 p.m.

**B. APPROVED - First Interim Report for Fiscal Year 2008/09**

Jeanne Bess, Director of Fiscal Services, gave an overview of the First Interim Report.

Mr. Redmond, community member, had some inquiries on the numbers that were used (whether or not they were dictated by the state), the personal services amounts, as well as inquiring as to why our enrollment is down.

There was a motion to accept the First Interim Report.

<b>Motion:</b>	Blenner	<b>Ayes:</b>	Anderson, Blenner, Friedman, Williams
<b>Second:</b>	Friedman	<b>Noes:</b>	Wilson

**C. APPROVED - Budget Plan for Fiscal Years 2008/09 and 2009/10**

There was a motion to bring this item to the floor.

<b>Motion:</b>	Blenner
<b>Second:</b>	Williams

Trustee Blenner asked that the Board consider taking money for next year's SRO and restore the vice principal at the high school and middle school to full-time, as well as one classified position and one teacher.

Digol JBeily, teacher at CHS, expressed his concern with taking the SRO money and using it for other sites. They believe that the SRO money should be used for CHS. Representing the CHS staff, he stated that all proposed budget cuts to be considered about CHS should be tabled tonight. The CHS staff would like to have a voice on where the cuts should be made from their site.

There was a motion to allow the high school staff (and extend this to all of the sites) to come back with a list of proposed cuts for the January 21, 2009 agenda.

<b>Motion:</b>	Anderson	<b>Vote:</b>	General Consent
<b>Second:</b>	Blenner		

There was a motion to table the next year cuts to the January 21, 2009 agenda.

<b>Motion:</b>	Blenner	<b>Vote:</b>	General Consent
<b>Second:</b>	Friedman		

There was a motion to schedule a Budget meeting on January 14, 2009 and move policies to a later date.

<b>Motion:</b>	Friedman	<b>Vote:</b>	General Consent
<b>Second:</b>	Blenner		

**BUSINESS ITEMS** (continued)

The following were voted on as mid-year cuts:

#1-Generate \$130,000 for one bus replacement and \$60,000 for particulate matter traps if the grant is unsuccessful

**Motion:** Friedman  
**Second:** Blenner

The motion was changed to eliminate the amount in column 1; put off the purchase of the bus.

**Motion:** Friedman  
**Second:** Blenner  
**Vote:** General Consent

#2-Provide classroom subs, long term custodial subs only; allow short term subs to be site funded.

**Motion:** Friedman  
**Second:** Blenner  
**Vote:** General Consent

#3-Reduce expenses for classified compensation by \$557,000 per year.

There was a motion to approve a reduction in expenses for classified compensation by \$557,000 per year, but not with the specific list of positions given.

**Motion:** Williams  
**Second:** Friedman  
**Vote:** General Consent

#7-Freeze hiring

**Motion:** Friedman  
**Second:** Blenner  
**Vote:** General Consent

#10-Make every effort to provide continued employment and benefits wherever possible

**Motion:** Blenner  
**Second:** Friedman  
**Vote:** General Consent

#13-Accept donation from Center Endowment for Educational Excellence.

**Motion:** Blenner  
**Second:** Friedman  
**Vote:** General Consent

#14-Expand home to school transportation to all students; charge \$1 per day, \$0.50 reduced lunch, \$0.00 free lunch and Special Education.

**Motion:** Friedman  
**Second:** Williams

**BUSINESS ITEMS (continued)**

There was a motion to Table #14 (expand home to school transportation to all students; charge \$1 per day, \$0.50 reduced lunch, \$0.00 free lunch and Special Education) to the January 21, 2009 agenda.

**Motion:** Anderson  
**Second:** Blenner

**Ayes:** Anderson, Blenner, Williams, Wilson  
**Noes:** Friedman

#15-Maintain cell tower revenue in Fund 1 (\$50k cut to CHS). This will cover 50% of the ten year stadium turf replacement.

There was a motion to Table #15 (maintain cell tower revenue in Fund 1) to the January 21, 2009 agenda.

**Motion:** Blenner

Trustee Blenner withdrew his motion.

John Gallagher, teacher at CHS, expressed his concern with the cell tower money being taken from the CHS athletic department.

There was a motion to call the question.

**Motion:** Blenner  
**Second:** Friedman

**Ayes:** Blenner, Friedman, Williams, Wilson  
**Noes:** Anderson

There was a motion to lay #15 (maintain cell tower revenue in Fund 1) on the table.

**Motion:** Blenner  
**Second:** Williams

**Vote:** General Consent

There was a motion to table the remaining items on the list.

**Motion:** Blenner

The motion was withdrawn.

#16-Recover carryover of unrestricted general fund site and department budgets from 2007/08.

**Motion:** Friedman  
**Second:** Williams

**Vote:** General Consent

#17-Recover SIP carryover (\$92k); 06/07 Black Grant (\$118k); Pupil Retention (\$219k); Art and Music (\$210k) subject to categorical flexibility.

**Motion:** Blenner  
**Second:** Williams

**Vote:** General Consent

#23-Maintain 95% of Board stipends (5% reduction effective 1/1/09)

**Motion:** Blenner  
**Second:** Anderson

**Vote:** General Consent

**BUSINESS ITEMS (continued)**

**#24-Maintain 50% of stipend positions**

**Motion:** Williams  
**Second:** Friedman

There was a motion to lay on Table item #24 (Maintain 50% of stipend positions)

**Motion:** Blenner  
**Second:** Friedman  
**Vote:** General Consent

**#25-Fund 85% of site/department budgets**

There was a motion to lay on the Table item #25 (Fund 85% of site/department budgets)

**Motion:** Blenner  
**Second:** Wilson  
**Vote:** General Consent

**#26-Reduce site/department budgets by an additional 15%**

There was a motion to lay on the Table item #26 (reduce site/department budgets by an additional 15%)

**Motion:** Blenner  
**Second:** Friedman  
**Vote:** General Consent

**#29-Maintain 3% required reserve in Fund 1 (1.4% or \$570,000 current surplus, balance after 18 months = \$412,188.)**

There was a motion to amend the motion to be up to the full Fund 1 reserve be available (spend down to 3%)

**Motion:** Blenner  
**Second:** Williams  
**Vote:** General Consent

**#27-Investigate possible Request for Proposals for worker compensation carrier.**

There was a motion to not pursue #27 (investigate possible Request for Proposals for worker compensation carrier)

**Motion:** Friedman  
**Second:** Blenner  
**Vote:** General Consent

**#19-Maintain ADA by having all first-time out-going students contacted by the principal, assistant superintendent for C&I, and Superintendent in order to meet student needs.**

**#20-Rent unused space if it results in a net profit to the District.**

**#22-Investigate starting new programs to attract new students.**

**#28-Investigate cell phone carriers; current Request for Proposals posted.**

**Motion:** Friedman  
**Second:** Blenner  
**Vote:** General Consent

**BUSINESS ITEMS (continued)**

There was a motion to pull off the table and rescind the action of the December 3, 2008 Administrative Plan. It was also recommended that they hold a meeting to set procedures on Monday, January 5, 2009.

<b>Motion:</b>	Anderson	<b>Motion failed.</b>
<b>Second:</b>	Wilson	<b>Ayes:</b> Anderson, Wilson
		<b>Noes:</b> Blenner, Friedman, Williams

Sherry Edgar, teacher at CHS, voiced her concern that the Board may not be able to make a clear vote at this time, being late, and they have wasted everyone's time.

There was a motion to reconsider the vote on the rescission of the December 3, 2008 Administrative Plan.

<b>Motion:</b>	Friedman	<b>Ayes:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Anderson	Wilson
		<b>Noes:</b> None

Trustee Williams shared her concerns with the enrollment and the number of administration at the sites.

There was a motion to rescind the action of the December 3, 2008 Administrative Plan.

		<b>Motion passed.</b>
<b>Motion:</b>	Anderson	<b>Vote:</b> Anderson, Blenner, Friedman, Williams,
<b>Second:</b>	Wilson	Wilson
		<b>Noes:</b> None

Trustee Friedman noted that January 5, 2009 the Board would like to discuss the procedure and methodology of determining the plan.

Trustee Williams reminded the Board that when they took the oath of office that they took it for the whole district.

At this time in the meeting the five Tabled items (Release of Administrator) from both the Regular Agenda and the Special Agenda will remain Tabled.

**BOARD / SUPERINTENDENT REPORTS - none**

**ADVANCE PLANNING**

- a. *Future Meeting Dates:*
  - i. *Regular Meeting: Wednesday, January 7, 2009 @ 6:00 p.m. - Antelope View Charter School - Multi Purpose Room*
  - ii. *Special Meeting: Wednesday, January 14, 2009 @ 6:00 p.m. - District Office, Room 5*
- b. *Suggested Agenda Items: none*

**ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- 1. Public Employee Performance Evaluation, Mid-Year Review (Certificated) - Superintendent (G.C.§54957)

**CLOSED SESSION** - the Board re-adjourned into closed session at 1:54 a.m.

**RETURN TO OPEN SESSION** - called back to order by President Wilson at 3:26 a.m.

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** - President Wilson announced that the Board had met in closed session, and no action was taken.

**ADJOURNMENT** – 3:27 a.m.

**Motion:** Blenner  
**Second:** Wilson

**Vote:** General Consent

Respectfully submitted,

---

Dr. Kevin J. Jolly, Superintendent  
Secretary to the Board of Trustees

---

Libby A. Williams, Clerk  
Board of Trustees

---

Adoption Date



# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Superintendent

**Date:** January 7, 2009

**To:** Board of Trustees

**FROM:** Dr. Kevin J. Jolly, Superintendent

**Administrator's Initials:** \_\_\_\_\_

**Action Item**   X  

**Information Item**       

**# Attached Pages**   5  

**SUBJECT:** Approval of Minutes

December 17, 2008 Special Minutes

**RECOMMENDATION:** CJUSD Board of Trustees approve the attached minutes.

**CONSENT AGENDA**

# CENTER JOINT UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES SPECIAL MEETING Center High School - Theater 3111 Center Court Lane, Antelope, CA 95843

Wednesday, December 17, 2008

### MINUTES

*\*This Special Meeting of the Board was conducted  
concurrent with the Board's Regular Meeting*

**CALL TO ORDER** - President Friedman called the meeting to order at 5:42 p.m.

#### **ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

1. Public Employee Discipline/Dismissal/Release (G.C. §54957), Cure and Correct

**PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION** - none

**CLOSED SESSION** - the Board adjourned into Closed Session at 5:43 p.m.

**OPEN SESSION** - called to order by Mr. Friedman at 6:08 p.m.

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** - President Friedman announced that the Board had met in Closed Session in the matter of:

1. Public Employee Discipline/Dismissal/Release (G.C. §54957), Cure and Correct  
Resolution #12/2008-09 – no action taken; the Board will readdress in closed session after open session.

**ADOPTION OF AGENDA** – there was a motion to merge this agenda with the Regular Agenda, addressing these Business Items following the Business Items on the Regular Agenda.

**Motion:** Wilson  
**Second:** Williams

**Vote:** General Consent

After Business Item E, Release of Administrator (Ed. Code 44951) - Oak Hill Elementary - Principal, on the Regular Agenda, there was a motion to stay with the administrative items before moving on to the budget items.

**Motion:** Friedman  
**Second:** Williams

**Vote:** General Consent

There was a motion to suspend the rules and discuss all administrative positions not on the agenda as a whole.

**Motion:** Anderson  
**Second:** Blenner

**Vote:** General Consent

Laura Sambucetti, teacher at North Country, noted that they don't agree with the administrative changes, morale is low, and the children at North Country are fond of Kathy Lord.

Nichole Kraskowsky, Office Assistant and Attendance Secretary at North Country, as well as parent at Dudley, shared her concerns with the administrative and office changes.

Jeanne Anderson, teacher at North Country, shared her concern with the change of pulling Kathy Lord as Principal at North Country and placing her at another site. She stated that all these changes do not have to be made; they have nothing to do with the budget.

Robin Huebner, parent at North Country, noted that the reassignment of Kathy Lord does not directly address the budget issue.

#### **BUSINESS ITEMS**

- A. TABLED - Release of Administrator (Ed. Code 44951) - North Country - Vice Principal Resolution #11/2008-09**

Nichole Kraskowsky, Office Assistant and Attendance Secretary at North Country, noted on Mr. Farrel's ability to work with the students, and that the district would be wasting his talents removing him from his administrative position.

There was a motion to rescind the administration plan voted on 12/3/08.

**Motion:** Anderson  
**Second:** Wilson

There was a motion to lay the rescission on the table until the end of the meeting.

**Motion:** Friedman  
**Second:** Anderson

**Vote:** General Consent

Michael Benefeld, Computer Technician at North Country and Spinelli, noted the positive attributes of Mr. Farrel.

Cynthia Tovera, teacher at North County, noted that the consistency in the administration has remained with Kathy Lord starting as a teacher there, then moving up as a vice principal and principal. She also noted commented on Mr. Farrel's attributes: supportive, positive energy for the staff, patient, dedication, effort, and a positive attitude.

**BUSINESS ITEMS (continued)**

There was a motion to lay Business Item A on the table.

<b>Motion:</b>	Friedman	<b>Vote:</b>	General Consent
<b>Second:</b>	Blenner		

**B.     TABLED - Release of Administrator (Ed. Code 44951) -**  
Antelope View Charter School - Principal  
Resolution #10/2008-09

Rich Simas, principal at AVCS, noted that his time there has been fascinating, educational, professionally challenging, and personally fulfilling. He noted that the work is highly intensive and regulated. He shared his concern with an administrator being shared with a charter, or charters, and a continuation school.

Roy Houston, student at AVCS, noted how nice and helpful Mr. Simas has been. He also shared his concern with AVCS and McClellan being on the same campus.

Evelyn, parent at AVCS, noted that charter schools are able to offer things that traditional schools can't: a warm and nurturing learning environment for students. She noted that the families will pull their children out of AVCS if the charter school and continuation campuses are combined. She also shared her concern with the school not receiving the WASC accreditation if the campuses are combined.

April Brewster, parent at AVCS, shared her concerns with the changes that would be made at AVCS.

Marcellus Brewster-Jenkins, student at AVCS, shared that there is a special bond with the AVCS teachers that you can't get in other places.

There was a motion to lay Business Item B on the table.

<b>Motion:</b>	Anderson	<b>Vote:</b>	General Consent
<b>Second:</b>	Blenner		

**C.     TABLED - Release of Administrator (Ed. Code 44951) -**  
Center High School - Assistant Principal  
Resolution #09/2008-09

Kriss Hays, Assistant Principal at CHS, spoke about her positions, experiences and responsibilities at CHS.

Tim Ridge, teacher at CHS, gave the Board a signed letter of support from staff at CHS toward Kriss Hays. He shared that the high school assistant principal position at CHS should be full time and filled by Kriss Hays. He asked the Board to reconsider the Administrative Plan at CHS.

Sherry Edgar, teacher at CHS, spoke on behalf of Kriss Hays.

**BUSINESS ITEMS (continued)**

Anne Cowan, community member and teacher at CHS, shared with the Board that after a dance, Kriss is the only administrator that stays until every last person has left. She noted that her experience with Kriss has been wonderful; losing Kriss would be a huge loss.

Jennifer Winborne, teacher at CHS, noted the benefits that Kriss Hays has given to the site. She also noted that the site needs consistency in administration.

Susanne Newton, teacher at CHS, noted that Kriss has been a big influence in her life. She also noted that Kriss has so much love and dedication for CHS.

Nate Grgich, SRO at CHS, noted that Ms. Hays is an asset to the site, and that she is mother figure for those who sometimes need a mother.

Steve Donnelly, CHS Booster Club President, shared with the Board that they need some stability at CHS. Teachers and students think highly of Ms. Hays. He noted that it would be detrimental to the high school to lose Ms. Hays.

There was a motion to lay Business Item C on the table.

<b>Motion:</b>	Blenner	<b>Vote:</b> General Consent
<b>Second:</b>	Anderson	

There was a motion to take Business Item D next.

<b>Motion:</b>	Friedman	<b>Vote:</b> General Consent
<b>Second:</b>	Blenner	

**D. APPROVED - PERS Golden Handshake, if Fiscally Feasible**

George Tigner, Director of Personnel, explained the PERS Golden Handshake plan that could be offered, if fiscally feasible.

<b>Motion:</b>	Friedman	<b>Vote:</b> General Consent
<b>Second:</b>	Blenner	

There was a motion to move out of order to Item F on the Regular Agenda.

<b>Motion:</b>	Blenner	<b>Vote:</b> General Consent
<b>Second:</b>	Anderson	

At this time in the meeting the five Tabled items (Release of Administrator) from both the Regular Agenda and the Special Agenda will remain Tabled.

**RETURN TO CLOSED SESSION** - the Board re-adjourned into closed session at 1:54 a.m.

**RETURN TO OPEN SESSION** - called back to order by President Wilson at 3:26 a.m.

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** - President Wilson announced that the Board had met in Closed Session, and no action was taken.

**ADJOURNMENT** - 3:27 a.m.

**Motion:** Blenner  
**Second:** Wilson

**Vote:** General Consent

Respectfully submitted,

---

Dr. Kevin J. Jolly, Superintendent  
Secretary to the Board of Trustees

---

Libby A. Williams, Clerk  
Board of Trustees

---

Adoption Date

AGENDA ITEM # XIII-3

# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Personnel Department

**Action Item** X

**Date:** January 7, 2009

**Information Item**

**To:** Board of Trustees

**# Attached Pages** 1

**From:** George Tigner, Director of Personnel



**Subject:** Certificated Personnel Transaction

**New Hire**

William Newton, Center High School

**Recommendation:** Approve Certificated Personnel Transaction as Submitted

**XIII-3**

**CONSENT AGENDA**

### **New Hire**

William Newton has been hired as a Temporary Physical Education Teacher, Center High School, effective January 5, 2009.



# Center Joint Unified School District

**AGENDA REQUEST FOR:**

Dept./Site: Special Education  
Date: January 7, 2008  
To: Board of Trustees  
From: Scott Loehr  
Assistant Superintendent  
Initials: S.L.

Action Item X  
Information Item  
# Attached Pages

**SUBJECT:** 2008/2009 Individual Service Agreement

Please approve the following Individual Service Agreement for a special education student to receive services at a nonpublic school/agency during the 2008/09 fiscal year.

Individual Service Agreements:

2008/09-102 Applied Behavior Consultants \$22,711.25

**RECOMMENDATION:** CJUSD Board of Trustees to approve 2008-2009 an Individual Service Agreement for a special education student to receive services.

**CONSENT AGENDA**

*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: Special Education

Date: January 7, 2009

Action Item   X  

To: Board of Trustees

Information Item

From: Scott Loehr , Assistant Superintendent

# Attached Pages

Initials: S.L.

**SUBJECT:** 2008/2009 Master Contract

Please approve the following Master Contract for a special education student to receive services at a nonpublic school/agency during the 2008/09 fiscal year.

Applied Behavior Consultants

**RECOMMENDATION:** CJUSD Board of Trustees to approve a Master Contract for the 2008/09 school year.

**CONSENT AGENDA**

**Center Unified School District**  
**8408 Watt Avenue**  
**Antelope, California 95843**  
**Telephone (916) 338-6320    FAX (916) 338-6322**

---

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(California Education Code Sections 56365, 56366, et seq.) Page 1 of 2

ISA #2008/09-102

Name of Local Education Agency: Center Unified School District  
Name of Nonpublic School/Agency: **Applied Behavior Consultants**

Pupil Name: [REDACTED] Sex: M Grade: K  
Pupil ID/SS Number: [REDACTED] DOB: 29-Jan-05

Residential Setting: parent  
Parent/Guardian: **Africa White**

Address: [REDACTED]  
Phone Number: [REDACTED] County of Residence: Sacramento

**CONTRACT TERMS:**

1. The pupil's teacher/service provider will hold the following credential/license: **Mild to Moderate**
2. The class size for the pupil will not exceed **12** and/or therapist/pupil ratio will be **1:2**. The length of the instructional program will be **270** minutes - Monday through Friday. (Nonpublic school only).
3. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.
4. Other Provisions (attachments as necessary)

**BASIC EDUCATION PROGRAM:** (Applies to nonpublic school only)

Number of Days: **270 days** Total basic education costs **\$22,711.25** (include extended school year days as appropriate to the pupil's IEP)

5. **DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES: Mild to Moderate**  
Maximum total related services: **\$22,711.25** Total Basic Education Costs and Related Services: **\$22,711.25**  
Maximum per diem for basic education and related services = **\$181.69**

Local Education Agency: Center Unified School District  
Nonpublic School /Agency: **Applied Behavior Consultants**  
Pupil Name: XXXXXXXXXX

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 12/8/08 and terminates at 5:00 p.m. on 6/30/09 unless sooner terminated as provided herein or through the Master Contract.

**CONTRACTOR:**  
**Applied Behavior Consultants**

**Center Unified School District**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name Title

Scott Loehr, Assistant Superintendent  
Name Title

Applied Behavior Consultants  
4540 Harlin Drive  
Sacramento, CA 95826

Center Unified School District  
  
Antelope, CA 95843-9116

CENTER JOINT UNIFIED SCHOOL DISTRICT  
LOCAL EDUCATION AGENCY  
8408 WATT AVENUE  
ANTELOPE, CALIFORNIA 95843-9116  
TELEPHONE (916) 338-6320 FACSIMILE (916) 338-6322

CONTRACT YEAR: 2008-2009
--------------------------

**AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER  
CONTRACT**

(Education Code Section 56157, 56365 et. seq.)

This Master Contract is made and entered into this **first day of July 2008**, between the Center Joint Unified School District (public education agency), County of Sacramento, herein after referred to as the "LEA", and **Applied Behavior Consultants** herein after referred to as "CONTRACTOR" (nonpublic, nonsectarian school or agency) for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of California Education Code Sections 56157 and 56365-56366.5. It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement is executed between LEA and CONTRACTOR on behalf of such individual or interim written facsimile approval is given to the CONTRACTOR by a representative of the LEA's Office of Instructional Services.

A current copy of the California Department of Education Nonpublic School/Agency Certification shall be provided to the LEA at the time this contract is entered into.

**CONTRACT RELATIONS AND INSURANCE PROVISION**

**1. MODIFICATIONS AND AMENDMENTS**

This contract may be modified or amended by a written document executed by CONTRACTOR and LEA. This contract shall include an Individual Service Agreement developed for each pupil who is scheduled to receive special education and/or designated instruction and services through a nonpublic, nonsectarian school or agency. Changes in any educational instruction, services or placement provided under the contract may only be made on the basis of revisions to a pupil's Individualized Education Program (IEP). At any time during the term of the contract, the parent, nonpublic school, nonpublic agency, or LEA may request a review and/or revision of a pupil's Individualized Education Program, subject to all procedural safeguards required by law. Changes in the administrative or financial agreements of the contract which do not alter the Individual Service Agreement that outlines each pupil's educational instruction, services or placement may be made at any time during the term of the contract, as mutually agreed in writing by CONTRACTOR and LEA.

## **2. NOTICES**

All notices provided for by this contract shall be in writing and shall be delivered by certified or registered mail, postage prepaid, written facsimile, or by hand-delivery as noted below.

Notices mailed to LEA shall be addressed to:  
SCOTT LOEHR, ASSISTANT SUPERINTENDENT  
Name

CENTER JOINT UNIFIED SCHOOL DISTRICT  
LEA

8408 WATT AVENUE  
Address

ANTELOPE, CALIFORNIA 95843-9116  
City State Zip

(916) 338-6320 (916) 338-6322  
Phone Facsimile

Notices to CONTRACTOR shall be addressed to:  
Name

**Applied Behavior Consultants**  
Nonpublic School/Agency

**4540 Harlin Drive**  
Address

**Sacramento, CA 95826**  
City State Zip

(916) 364-7800 (916) 364-7888  
Phone Facsimile

If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt by addressee in the District Office of Instructional Services.

## **3. DISPUTES**

Disagreements between LEA and CONTRACTOR concerning the meaning, requirements, or performance of this contract shall be appealed to the Sacramento County Superintendent of Schools. The Sacramento County Superintendent, or his/her designee, shall render a decision in writing which shall be binding upon the parties.

## **4. SUBCONTRACT AND ASSIGNMENT**

CONTRACTOR shall comply with California Education Code Section 45125.1 which requires vendors/contractors/consultants providing services to the school district conduct criminal background checks of employees.

CONTRACTOR assures LEA that subcontractors providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000.00 coverage. The CONTRACTOR shall provide for the insurance company, insurance agency, or other insurance provider to send written notice of cancellation to the LEA at least thirty (30) days prior to cancellation. Proof of insurance shall be provided by the CONTRACTOR to the LEA prior to the beginning of transportation services by a subcontractor, and upon each renewal of coverage thereafter. CONTRACTOR will require each transportation subcontractor to promptly submit copies of insurance policies to the LEA upon request of the LEA; certificates of insurance may be found by LEA to be acceptable proof, provided that the information thereon is adequate and verifiable.

## **5. INDEPENDENT CONTRACTOR STATUS**

This contract is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

## **6. CONFLICTS OF INTEREST**

CONTRACTOR agrees to furnish to LEA along with the signing of this contract, a copy of its current bylaws and/or other governing rules, and a current list of its Governing Board of Directors (or Trustees) or similar governing body or persons of CONTRACTOR. CONTRACTOR promises and attests that the CONTRACTOR and any member of Board of Directors (or Trustees) shall not have any relationship with LEA that constitutes or potentially constitutes a conflict of interest including, but not limited to, employment with LEA.

## **7. TERMINATION**

This Master Contract may be terminated for cause. To terminate the contract either party shall give twenty (20) calendar days written notice to the other. Upon termination without default of CONTRACTOR, LEA shall pay without duplication, for all services performed and expenses incurred to date of termination.

In consideration of this payment, CONTRACTOR waives all right to any further payment or damage, and shall turn over to LEA everything pertaining to CONTRACTOR's services hereunder, possessed by CONTRACTOR or under its control at the time of termination or thereafter, including all documents.

Individual Service Agreements may be terminated without advance notice if both parties agree in writing to do so.

The LEA shall not terminate Individual Service Agreements because of the availability of a public class initiated during the course of this contract's term, unless the parent agrees to the transfer of a pupil to a public school program.

## **8. INSPECTION AND AUDIT**

CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records or other matter relating to the contract upon request by LEA except as otherwise provided by law. All budgetary and financial information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary and financial information and projections. CONTRACTOR agrees to maintain fiscal records for at least five years and will make all fiscal records available to LEA for audit.

## **9. INDEMNIFICATION**

CONTRACTOR shall defend LEA and its officers, agents, and employees against all claims for damages for death or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents and employees and from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this contract.

## **10. INSURANCE**

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$1,000,000.00 combined single limit for all damages arising from each accident or occurrence and \$1,000,000.00 all damages arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, including the CONTRACTOR shall provide for the insurance company, insurance agency or other insurance provider to send written notice of cancellation to the LEA at least twenty (20) calendar days before cancellation or material change, evidencing the above-specified coverage. CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the Workers' Compensation law. Failure to maintain the above mentioned insurance coverage shall be cause for automatic termination of this contract.

CONTRACTOR recognizes that the LEA's insurance requirement may be revised in terms of limits and/or coverage. If LEA determines that additional coverage is necessary, LEA will reopen negotiations to discuss the cost of this additional coverage.

## **11. GENERAL PROVISIONS**

1. No charge of any kind to parents shall be made by CONTRACTOR for educational activities and related services specified on the pupil's IEP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Service Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parent(s) as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEPs.

2. For the purpose of the contract, "parent(s)" means the natural parent(s), adoptive parent(s), or legal guardian(s).

3. For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

4. CONTRACTOR shall provide appropriately credentialed teachers, licensed personnel and class size consistent with the California laws and regulations and written LEA requirements.

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors and shall provide the LEA with copies of said credentials and licenses upon the signing of this contract and also throughout the term of this contract. CONTRACTOR shall immediately notify LEA in writing and provide copies of appropriate credential(s) and/or license(s) if changes of staff occur, which directly affect the pupil.

5. CONTRACTOR shall submit a school calendar with the total number of billable days. Creditable days of attendance are only those days that are included in the submitted and approved, by LEA, school calendar which is attached hereto or as specified in the Individual Service Agreement for each pupil. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs, as determined by the LEA. Creditable days are only those days in which the student is in attendance; LEA does not pay CONTRACTOR for non-creditable days. LEA pays CONTRACTOR daily rate minus \$33.25 for excused absences.

6. The total number of instructional minutes per school day provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools and shall be specified in the Individual Service Agreement developed for each pupil.

Unless otherwise specified on the student's Individualized Education Program (IEP) the number of instructional minutes per school day shall be as described below, excluding recess, lunch and passing time.

The total number of annualized minutes of instruction shall be at a minimum, unless otherwise approved by the LEA, as follows: 31,500 instructional minutes for pre-kindergarten; 36,000 instructional minutes for kindergarten; 50,400 instructional minutes for grades one through three; 54,000 instructional minutes for grades four through eight; 64,800 instructional minutes for grades nine through twelve.



7. LEA shall provide CONTRACTOR with a copy of each pupil's Individualized Education Program. CONTRACTOR shall provide pupils a program of educational instruction and services within the nonpublic school or nonpublic agency which is consistent with each pupil's Individualized Education Program as specified in each pupil's Individual Service Agreement. The general program of instruction provided to pupils under Individual Service Agreements shall be responsive to the LEA's required sequence of course and related curriculum for pupils. CONTRACTOR's general programs of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this contract.

Designated instruction and services provided by a nonpublic school or agency will only be provided during the period of the pupil's regular or extended school year program, or both, unless otherwise specified by the pupil's Individualized Education Program.

8. CONTRACTOR shall abide by established LEA policies on corporal punishment, pupil transfer, suspensions and expulsions, and positive behavioral interventions. The LEA, Office of Instructional Services, shall be notified when any change in placement is being considered.

9. CONTRACTOR shall keep daily attendance of each pupil and shall report this attendance monthly to LEA using the forms and methods issued by the California Superintendent of Public Instruction each year. Such attendance shall be kept on attendance forms approved by Superintendent, and the original and copies of such forms shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school attendance month. Separate attendance forms must be submitted for all related services as specified on Individualized Education Programs.

Original attendance forms submitted to the LEA with invoices for payment must be completed by the individual providing the service for CONTRACTOR, whose signature must appear on said form(s). CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting, laws, regulations, and rules, etc.

10. CONTRACTOR shall allow monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA. Representatives of LEA shall have access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR, its representatives and employees, and review each pupil's progress, including the behavioral intervention plan, if any. CONTRACTOR agrees that LEA representatives may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR's site administrative office.

11. CONTRACTOR shall provide for reasonable visits by parents to all of the school facilities including, but not limited to, the instructional setting attended by pupil, school and recreational activity areas, and pupil's living quarters. CONTRACTOR shall ensure that parent visits are in agreement with court order(s), if any.

12. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a pupil's attendance does not qualify for average daily attendance (ADA) reimbursement under California law and/or regulations.

13. If a pupil is in grades 9, 10, 11, or 12, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specified levels of proficiency in basic skills as measured by LEA approved proficiency tests. For pupils in grades 9, 10, 11, and 12, CONTRACTOR shall administer mandated proficiency tests following LEA testing dates.

At the close of each semester, for pupils in grades 9, 10, 11, and 12, CONTRACTOR shall prepare transcripts and submit

them to the pupil's school of residence for evaluation of progress toward completion of diploma requirements.

14. Within five (5) school days after CONTRACTOR becomes aware of pupil's change of residence, CONTRACTOR shall provide written notice to LEA, of said change of residence. CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes of pupil's residence.

If CONTRACTOR neglects to follow these procedures, costs for services delivered after CONTRACTOR becomes aware of a pupil's change of residence to another district will not be the responsibility of the LEA.

15. CONTRACTOR shall immediately report by telephone and facsimile to LEA, Office of Instructional Services, if a pupil is removed from school by the parent.

16. No later than the fifth consecutive day of a pupil's absence, CONTRACTOR shall notify LEA, Office of Instructional Services, by telephone and facsimile, of such absence. LEA is not financially responsible for any pupil absences, excused or unexcused.

17. CONTRACTOR agrees to complete a written accident report and forward it to the LEA, Office of Instructional Services, when a student has suffered an injury that requires medical attention.

18. CONTRACTOR agrees to submit an incident report, by telephone and facsimile, to the LEA, Office of Instructional Services, when it becomes aware of circumstances that require notification be made to other agencies. These circumstances may include, but are not limited to, allegations of molestation, child abuse, injuries resulting from physical restraint, and Behavioral Emergency Reports.

19. Progress reports shall be sent by CONTRACTOR to LEA no later than five (5) days after the completion of each academic quarter/trimester or summer session, if applicable. An updated report shall be submitted if there is no current progress report when pupils are scheduled for a review by the LEA's Individualized Education Program team or when a pupil's enrollment is terminated.

20. CONTRACTOR agrees, in the event of school or agency closure, to forward all pupil records to LEA. These shall include, but are not limited to, current transcripts, IEPs and results of proficiency testing.

21. Any structural modifications required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.

22. CONTRACTOR assures LEA that it does not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

23. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.

## 12. PAYMENT PROVISION

## Applied Behavior Consultants

### 1. RATE SCHEDULE

Education service(s) offered by CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

A. Basic Education Program	Rate	Period Not to Exceed
LH/SED	\$181.69	June 30, 2009
SH		

Per diem rates for pupils whose Individualized Education Programs authorize less than a full instructional day will be adjusted proportionally.

B. Related Services	Rate	Period Not to Exceed
(1) a. Transportation – Round Trip		
b. Transportation – One Way	\$ .40 / mile	June 30, 2009
c. Transportation – i.e.; Public Transportation		
(2) a. Ed. Counseling – Individual		
b. Ed. Counseling – Group		
c. Counseling – Family		
(3) Adapted Physical Education Assessment		
(4) a. Lang./Speech Therapy – Individual	86.70 / hr	June 30, 2009
B. Related Services, continued	Rate	Period Not to Exceed
b. Language/Speech Therapy – Group		
(5) Orientation/Mobility Training		
(6) Occupational Therapy		
(7) Physical Therapy		
(8) One-to-one Aide (Tutoring)		
(9) Other		
(10) Materials		

2. PAYMENT DEMAND CONTRACTOR shall submit written demand monthly for payment. Said demand shall be made on a form and in the manner prescribed by the California Department of Education. CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the school attendance month in which said services are actually rendered. LEA shall make payment within sixty (60) days of receipt of invoice in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount.

CONTRACTOR shall submit rebilling payment no later than ten (10) calendar days when an invoice is returned to the CONTRACTOR.

### 3. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR, that: (A) CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, Office of Instructional Services; (D) records required by LEA prior to school closure have not been received; (E) properly submitted rebilling payment demand is not received by LEA within thirty (30) days from the end of the attendance accounting period; or (F) properly submitted rebilling payment demand is not received by LEA within ten (10) calendar days from the date that the invoice is returned to the CONTRACTOR. If LEA expresses intent to withhold payment, CONTRACTOR shall have thirty (30) days from date of receipt of said writing hereinabove referred to, to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, LEA shall agree to an extension of thirty (30) days for correction. No payment will be made by LEA to CONTRACTOR until LEA finds that the deficiency has been corrected.

### 4. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or State or Federal audit agencies occurring as a result of CONTRACTOR's performance of this contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable by the auditing agency to CONTRACTOR's failure to perform properly any of its obligations under this contract, unless LEA agrees to different terms in writing. Any and all audit exceptions will be specified in detail before a demand by LEA for any amount set forth therein.

### 5. SERVICE NOTICE

CONTRACTOR shall provide written notice to LEA in advance of providing any service(s) when CONTRACTOR is unable to meet any of the requirements of this contract.

### 13. OTHER PROVISIONS

1. During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, State Board of Education, local and LEA statutes, laws, ordinances, rules and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

2. This contract and all exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

3. The terms and conditions of this contract shall be governed by the laws of the State of California with venue in Sacramento County, California.

The parties hereto have executed this contract by and through their duly authorized agents and representatives.

This contract is effective on **July 1, 2008** and terminates at 5:00 p.m. on **June 30, 2009** unless sooner terminated as provided herein.

-CONTRACTOR-	-LEA-
<b>Applied Behavior Consultants</b> Nonpublic School/Agency	CENTER JOINT UNIFIED SCHOOL DISTRICT Public Education Agency
_____ Contracting Officer's Signature	_____ District Superintendent's or Designee's Signature
_____ (Type) Name and Title	Scott Loehr, Assistant Superintendent Authorized Representative and Contracts Supervisor

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Curriculum and Instruction

**Date:** January 7, 2009

**To:** Board of Trustees

**From:** Scott Loehr  
Assistant Superintendent  
Initials: S.L.

**Action Item** X

**Information Item**

**# Attached Pages**

**SUBJECT:** MOU for Participation in the Beginning Teacher Support and Assessment Program by Sacramento County Office of Education and the Center Joint Unified School District and Antelope View Charter School.

This agreement is between the Sacramento County Office of Education and the Center Joint Unified School District and Antelope View Charter School for Beginning Teacher Support and Assessment Program during the 2008/09 school year.

**RECOMMENDATION:** CUSD Board of Trustees to approve the MOU for Participation in the Beginning Teacher Support and Assessment Program during the 2008/09 school year.

**CONSENT AGENDA**

**District Memorandum of Understanding  
2008-09**

**A. General**

1. This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE), Local Education Agency for the Sacramento Beginning Teacher Support and Assessment Consortium, and the **Antelope View Charter** to implement the Beginning Teacher Support and Assessment Program.

**B. Parameters**

1. Starting and ending dates. The effective date is July 1, 2008, and the concluding date is June 30, 2009.
2. Contract and monitoring responsibilities for the MOU rest with the Sacramento County Office of Education (SCOE).
3. Full and complete descriptions of terms and conditions are contained in the *SB 2042 Accreditation Description and Implementation Plan*. Each District Coordinator has a copy of the approved Accreditation Plan.

**C. Purpose**

1. The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and **Antelope View Charter** will form a partnership in providing and coordinating services as part of the Sacramento Consortium Beginning Teacher Support and Assessment Program, hereafter referred to as SCBTSA.

**D. Responsibilities - General**

1. SCOE agrees to the following:
  - a. Employ (1) a full time program director and (2) a full time director of program delivery to perform services as described under the heading *Educational Leadership and Resources* in the *SB 2042 Accreditation Description and Implementation Plan*.
  - b. Employ a full time program analyst and a full time administrative assistant to support the administration of the program.
  - c. Provide workspace for the program director, director of program delivery, program analyst and administrative assistant meeting space for program activities.
  - d. Develop and establish contracts with outside vendors for professional services to include, but not limited, to:
    - Program Evaluation
    - Professional Development Services

- e. Provide a process for equitable distribution of support and formative assessment services to participating teachers, support providers in all participating districts.
- f. Establish and maintain accurate records and reports. Maintain a confidential file on each participating teacher which includes the:
  - Credential information
  - Task Summary Report
  - Copies of selected FACT (*Formative Assessment for California Teachers*) or CFASST (*California Formative Assessment and Support System for Teachers*) documents,
  - Individual Induction Plan (IIP) and IIP revisions
  - Statement of Completion or a CTC application for a Clear Credential.
- g. Convene the Advisory Council four times a year and District Coordinators monthly, and develop other administrative processes as provided for in the program description.
- h. Design and deliver four Professional Development Saturdays for participating teachers.
- i. Participate in formal and informal program evaluation at both the state and local level.
- j. Supply to the Commission on Teacher Credentialing and California State Department of Education reports and other information as requested on all matters related to program requirements and activities.
- k. Verify the completion SCBTSA approved induction program by formally submitting an application to the Commission on Teacher Credentialing for each participating teacher who successfully completes the Sacramento BTSA Consortium Induction Program and is recommended by the Professional Credential Induction Committee to receive a California Professional Clear Multiple or Single Subject Teaching Credential.

**2. Antelope View Charter agrees to the following:**

- a. Appoint a district coordinator with sufficient FTE (full time equivalency chart below) to fulfill the coordinator roles and responsibilities for the actual numbers of beginning teachers in the district program.
 

1 – 20	participating teachers	1 hour daily	0.17 FTE
21 – 40	participating teachers	2 hours daily	0.33 FTE
41 – 50	participating teachers	3 hours daily	0.5 FTE
51 – 60	participating teachers	4 hours daily	0.66 FTE
- b. Identify and serve all participating teachers who are eligible for BTSA services as defined by State guidelines.
- c. Identify all school sites with eligible participating teachers and provide appropriate and sufficient information to all site administrators.



- d. Provide Support Providers compensated time for one-to-one or small group consultations between the support provider and participating teacher(s) as described in the 2008-2009 *Quick Sheet*.
- e. Provide eight (8) hours of professional training and support through four (4) District Seminars during the year focused on the identified needs of your participating teachers and their support providers, and coordinated with the Consortium Calendar.
- f. Provide experienced teachers selected as support providers the opportunity for compensated time to participate in five (5) days of FACT Professional Development for Year One, four (4) days of CFASST Professional Development for Year Two, and to attend an annual update.
- g. Participate in program evaluation.
- h. Participate in a Professional Induction Committee (PIC) as appropriate to review those Participating Teachers who have completed the Induction Program. Representatives might include a representative from human resources, curriculum and instruction and/or the teacher association; the BTSA District Coordinator, Support Providers; and BTSA staff. Upon successful review, the BTSA Director will apply on behalf of the candidate for a Professional Clear Credential.

E. Responsibilities - Fiscal

- 1. SCOE, in its capacity as LEA, agrees to the following:
  - a. Overall fiscal responsibility for the administration of the grant funds, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education and /or Commission on Teacher Credentialing.
  - b. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described in Section D. 1 above. The amount allocated to SCOE from the California Department of Education is \$3,804.
  - c. Expend income according to regularly established policies and procedures of the funding agency and the organization.
  - d. Establish a progress payment schedule and reporting requirements for the transfer of funds to **Antelope View Charter**. In general, payments will be made quarterly upon submittal of fiscal receipts for BTSA Program activities within the district and a to-date copy of the district's detail BTSA Budget printout. Each partner will receive \$2100 per participating teacher from state funds awarded to the Sacramento County Office of Education as the Lead Education Agency (LEA) for the Sacramento BTSA Consortium Professional Teacher Induction Program. The remaining state funds will stay in the Consortium Budget. Each district is required by legislation to add to this Consortium awarded District BTSA budget a \$2000 in-kind allocation per eligible participating teacher or \$4,000 based on 2 eligible teachers.

2. Antelope View Charter agrees to the following:

- a. Overall fiscal responsibility for the administration of its share of grant funds, to include quarterly and year-end expenditure reports sent to the BTSA SCOE Office, and any other documentation sought by SCOE in its capacity as LEA. A copy of the to-date district detail BTSA budget printout and a SCOE *Claim for Reimbursement Form* must accompany each submission for funds to be released.
- b. Develop and send to SCOE a district end-of-year BTSA budget that is comprised of:
  - The monies awarded from the grant through the Consortium, and
  - \$2000 district-generated in-kind funds for each participating teacher as required by legislation.

Antelope View Charter will receive a total of \$4,200 (\$2,100 per eligible district participating teachers in the program).

- c. Expend income according to regularly established policies and procedures of the funding agency and the organization.
- d. Submit program and fiscal reports to SCOE in its capacity as LEA according to the schedule set out for progress payments. In general, SCOE will transfer funds to Antelope View Charter quarterly. Funds transferred from the LEA will be recorded as a transfer. A SCOE *Claim for Reimbursement Form* is required to accompany the invoice for each transfer of funds from SCOE to the district.

F. Other Conditions

1. Any and all products developed by SCBTSA are the exclusive property of the Sacramento County Office of Education. School districts, their employees, staff, and subcontractors shall not have the right to disseminate market or otherwise use the products without the expressed written permission of SCOE and SCBTSA.
2. SCOE and SCBTSA shall have the authority to adapt and adopt materials developed by SCBTSA for dissemination purposes.

By D Z Williams  
Signature of Authorized Official  
Sacramento County Office of Education

Title Program Director

Date 12-5-08

By [Signature]  
Signature of Authorized Official  
Antelope View Charter

Title ASST. Supt.

Date 12-5-08

**District Memorandum of Understanding  
2008-09**

**A. General**

1. This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE), Local Education Agency for the Sacramento Beginning Teacher Support and Assessment Consortium, and the **Center Unified School District** to implement the Beginning Teacher Support and Assessment Program.

**B. Parameters**

1. Starting and ending dates. The effective date is July 1, 2008, and the concluding date is June 30, 2009.
2. Contract and monitoring responsibilities for the MOU rest with the Sacramento County Office of Education (SCOE).
3. Full and complete descriptions of terms and conditions are contained in the *SB 2042 Accreditation Description and Implementation Plan*. Each District Coordinator has a copy of the approved Accreditation Plan.

**C. Purpose**

1. The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and **Center Unified School District** will form a partnership in providing and coordinating services as part of the Sacramento Consortium Beginning Teacher Support and Assessment Program, hereafter referred to as SCBTSA.

**D. Responsibilities - General**

1. SCOE agrees to the following:
  - a. Employ (1) a full time program director and (2) a full time director of program delivery to perform services as described under the heading *Educational Leadership and Resources* in the *SB 2042 Accreditation Description and Implementation Plan*.
  - b. Employ a full time program analyst and a full time administrative assistant to support the administration of the program.
  - c. Provide workspace for the program director, director of program delivery, program analyst and administrative assistant meeting space for program activities.
  - d. Develop and establish contracts with outside vendors for professional services to include, but not limited, to:
    - Program Evaluation
    - Professional Development Services

- e. Provide a process for equitable distribution of support and formative assessment services to participating teachers, support providers in all participating districts.
- f. Establish and maintain accurate records and reports. Maintain a confidential file on each participating teacher which includes the:
  - Credential information
  - Task Summary Report
  - Copies of selected FACT (*Formative Assessment for California Teachers*) or CFASST (*California Formative Assessment and Support System for Teachers*) documents,
  - Individual Induction Plan (IIP) and IIP revisions
  - Statement of Completion or a CTC application for a Clear Credential.
- g. Convene the Advisory Council four times a year and District Coordinators monthly, and develop other administrative processes as provided for in the program description.
- h. Design and deliver four Professional Development Saturdays for participating teachers.
- i. Participate in formal and informal program evaluation at both the state and local level.
- j. Supply to the Commission on Teacher Credentialing and California State Department of Education reports and other information as requested on all matters related to program requirements and activities.
- k. Verify the completion SCBTSA approved induction program by formally submitting an application to the Commission on Teacher Credentialing for each participating teacher who successfully completes the Sacramento BTSA Consortium Induction Program and is recommended by the Professional Credential Induction Committee to receive a California Professional Clear Multiple or Single Subject Teaching Credential.

**2. Center Unified School District agrees to the following:**

- a. Appoint a district coordinator with sufficient FTE (full time equivalency chart below) to fulfill the coordinator roles and responsibilities for the actual numbers of beginning teachers in the district program.
 

1 – 20	participating teachers	1 hour daily	0.17 FTE
21 – 40	participating teachers	2 hours daily	0.33 FTE
41 – 50	participating teachers	3 hours daily	0.5 FTE
51 – 60	participating teachers	4 hours daily	0.66 FTE
- b. Identify and serve all participating teachers who are eligible for BTSA services as defined by State guidelines.
- c. Identify all school sites with eligible participating teachers and provide appropriate and sufficient information to all site administrators.

- d. Provide Support Providers compensated time for one-to-one or small group consultations between the support provider and participating teacher(s) as described in the 2008-2009 *Quick Sheet*.
- e. Provide eight (8) hours of professional training and support through four (4) District Seminars during the year focused on the identified needs of your participating teachers and their support providers, and coordinated with the Consortium Calendar.
- f. Provide experienced teachers selected as support providers the opportunity for compensated time to participate in five (5) days of FACT Professional Development for Year One, four (4) days of CFASST Professional Development for Year Two, and to attend an annual update.
- g. Participate in program evaluation.
- h. Participate in a Professional Induction Committee (PIC) as appropriate to review those Participating Teachers who have completed the Induction Program. Representatives might include a representative from human resources, curriculum and instruction and/or the teacher association; the BTSA District Coordinator, Support Providers; and BTSA staff. Upon successful review, the BTSA Director will apply on behalf of the candidate for a Professional Clear Credential.

**E. Responsibilities - Fiscal**

- 1. SCOE, in its capacity as LEA, agrees to the following:
  - a. Overall fiscal responsibility for the administration of the grant funds, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education and /or Commission on Teacher Credentialing.
  - b. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described in Section D. 1 above. The amount allocated to SCOE from the California Department of Education is \$3,804.
  - c. Expend income according to regularly established policies and procedures of the funding agency and the organization.
  - d. Establish a progress payment schedule and reporting requirements for the transfer of funds to **Center Unified School District**. In general, payments will be made quarterly upon submittal of fiscal receipts for BTSA Program activities within the district and a to-date copy of the district's detail BTSA Budget printout. Each partner will receive \$2100 per participating teacher from state funds awarded to the Sacramento County Office of Education as the Lead Education Agency (LEA) for the Sacramento BTSA Consortium Professional Teacher Induction Program. The remaining state funds will stay in the Consortium Budget. Each district is required by legislation to add to this Consortium awarded District BTSA budget a \$2000 in-kind allocation per eligible participating teacher or \$16,000 based on 8 eligible teachers.

2. **Center Unified School District** agrees to the following:

- a. Overall fiscal responsibility for the administration of its share of grant funds, to include quarterly and year-end expenditure reports sent to the BTSA SCOE Office, and any other documentation sought by SCOE in its capacity as LEA. A copy of the to-date district detail BTSA budget printout and a SCOE *Claim for Reimbursement Form* must accompany each submission for funds to be released.
- b. Develop and send to SCOE a district end-of-year BTSA budget that is comprised of:
  - The monies awarded from the grant through the Consortium, and
  - \$2000 district-generated in-kind funds for each participating teacher as required by legislation.

**Center Unified School District** will receive a total of \$16,800 (\$2,100 per eligible district participating teachers in the program).

- c. Expend income according to regularly established policies and procedures of the funding agency and the organization.
- d. Submit program and fiscal reports to SCOE in its capacity as LEA according to the schedule set out for progress payments. In general, SCOE will transfer funds to **Center Unified School District** quarterly. Funds transferred from the LEA will be recorded as a transfer. A SCOE *Claim for Reimbursement Form* is required to accompany the invoice for each transfer of funds from SCOE to the district.

F. Other Conditions

1. Any and all products developed by SCBTSA are the exclusive property of the Sacramento County Office of Education. School districts, their employees, staff, and subcontractors shall not have the right to disseminate market or otherwise use the products without the expressed written permission of SCOE and SCBTSA.
2. SCOE and SCBTSA shall have the authority to adapt and adopt materials developed by SCBTSA for dissemination purposes.

By D. Z. Williams  
Signature of Authorized Official  
Sacramento County Office of Education

Title Program Director

Date 12-5-08

By [Signature]  
Signature of Authorized Official  
Center Unified School District

Title ASST. Supt.

Date 12-5-08

*Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Wilson C. Riles Middle School

**Date:** January 7, 2009

**Action Item** \_\_\_\_

**To:** Board of Trustees

**Information Item** X

**From:** Joyce Duplissea, Principal

**# Attached Pages** 1

**Principal's Initials:** 

**SUBJECT:**

Wilson C. Riles Middle School will send Lauren Fleming to the AVID Path Training in Folsom January 9 - 10, 2009. The funding will come from AVID funds.

# **AVID Path 2-Day Session Sacramento, CA**

## **Who Should Attend:**

- Any middle school or high school teacher who would like to learn how to implement AVID methodologies within their content area classrooms. All content area and AVID elective teachers are welcome and encouraged to attend.

## **Where to Go:**

- Folsom Lake College  
10 College Parkway, Folsom, CA 95630

## **When to be There:**

- Friday, January 9, 2009 4:00 p.m.-8:00 p.m.
- Saturday, January 10, 2009 8:00 a.m.-2:30 p.m.

## **Where to Stay:**

- Marriott, Rancho Cordova 916-635-0666
- Courtyard by Marriott 916-638-3800
- Hallmark Suites 916-638-4141
- Holiday Inn 916-638-1111
- FYI: There is no shuttle from the hotels to Folsom Lake College. Participants will need to rent cars or arrange for transportation.

## **How Much: \$200**

## **More Info:**

The content area teacher guide, materials, and meals are included. Meals include: dinner, continental breakfast and lunch. Sacramento County Office of Education is NOT responsible for travel arrangements or costs.



# Center Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Instructional Services

Date: January 7, 2009

Action Item   X  

To: Board of Trustees

Information Item

From: Scott Loehr  
Assistant Superintendent

# Attached Pages

Principal's Initials: \_\_\_\_\_

**SUBJECT:** C.J.U.S.D. Library Plan Goals

The mission of Center Joint Unified's libraries is to provide a wide variety of informational and recreational resources that foster literacy, support a research-based curriculum, and nurture lifelong learning. The school sites are Center High School, McClellan High School, Wilson C. Riles Middle School, Oak Hill, Dudley, North Country and Spinelli Elementary Schools.

**RECOMMENDATION:** Approval the Library Plan Goals

---

# **CENTER UNIFIED SCHOOL DISTRICT LIBRARY PLAN**

**December, 2008**

**SCHOOLS:** Center High School, McClellan High School, Wilson C. Riles Middle School, and Oak Hill, Dudley, North Country, and Spinelli Elementary Schools

**VISION:** The mission of Center Unified's libraries is to provide a wide variety of informational and recreational resources that foster literacy, support a research-based curriculum, and nurture lifelong learning.

---

## **PROGRESS REPORT**

**ON GOALS AS STATED IN RECENT DISTRICT LIBRARY PLANS**

### **Strategic Goal 1**

**Continue efforts in building well-rounded collections that are aligned with curriculum needs and state-mandated standards, as well as reflect recreational needs of students.**

We continue to work toward the goal of 20 books per student as directed by California's Superintendent of Public Instruction. Because of budget limitations, less money has been spent on keeping current with reference and nonfiction materials and the copyright dates for nonfiction books has not changed over the past four years (approximately 1995).

Limited funds mean that our credentialed teacher librarians must be very selective when purchasing library materials which serve the needs of our varied student population. The two teacher librarians communicate with site technicians, teachers, staff and students to develop purchasing plans that support curriculum, Open Court and Accelerated Reader programs, as well as student interests. With funding now mostly site-based, support for purchase of materials varies much more than in the past, making equal access to library materials a matter of increasing concern.

### **Strategic Goal 2**

**Build library collections through the integration of print and digital resources to improve the quality of students' learning experiences and research. By increasing the complexity and quality of information, library users will become independent learners and researchers.**

Networkable CD's in the humanities area are available at the high school library. As funding permits, subscriptions to a variety of online databases has continued at the high school school (Infotrac, Issues and Controversies, Grolier Online). Both Infotrac and Grolier Online allow for student access at home as well as in the high school library. The middle school dropped their subscription to Student Resource Center (a version of Infotrac meant for junior high and middle schools) which provided online access to a variety of research materials as well as periodicals from school and from home. The subscription was not renewed because of lack of funds and access to at least one online database should be considered when funding improves. The elementary schools also do not have access to any online database, and, should funding become available, this would be a purchase that should be considered.

---

## **DESCRIPTION/COMPARISON OF CENTER USD LIBRARIES**

### **STAFFING**

The high school library is staffed by one full-time teacher librarian and one full-time library technician to allow coverage and student access before, during, and after school each day as well as to teach and assist with information literacy and research projects. The continuation high school library is housed in a walled section of the portable and teachers help students select books. The K-8 school libraries are coordinated by a teacher librarian who selects and purchases materials and oversees and supports middle school and elementary library staff and programs. The middle school and four elementary school libraries are maintained and staffed by library technicians who work 7.5 to 8.0 hours per day; they are district funded for 180 days. One elementary library also funds (through SLIP), an additional technician who works for 20 hours a week. An emphasis on reading practice and independent reading has resulted in increased book circulation and the elementary and middle school library staff members are spending most of their time scanning and reshelving books with less time for programs, individual assistance, storytimes, and helping teachers with research projects. Inventories of library materials were completed at Oak Hill and Spinelli and should be done at the other schools in the near future although lack of preservice and postservice days makes this difficult. The two credentialed teacher librarians belong to professional library organizations and attend conferences and workshops when possible to gather ideas in support of Center Unified School District's mission to provide teachers and students with the tools they need to become lifelong readers and learners. They both have access to School Library Journal which reviews new materials and provides professional information on school libraries. CUSD has two credentialed teacher librarians for its 5,200 students. The national average is 1 to 870 students.

### **FACILITIES**

Enough computer stations and OPACs are available to meet student needs at most libraries in the district. There continues to be a need for more space at the smallest elementary school. While the libraries at all the schools continue to be occasionally used for testing, staff training, and meetings, most of the time libraries in CUSD are open and available to students, during school hours and often for a short time before and after school. All school libraries staff members ask and obtain help from students and staff to keep the facilities neat, clean, and organized.

### **LIBRARY PROGRAMS**

High school students are flexibly scheduled into the library so that teachers have slots available for the intensive research projects that are needed at that level. During school year 2007/08, the high school library was closed because of testing for one month; the reference room was closed for two months because of testing distribution and storing of testing materials. The high school teacher librarian will work with administration on this problem in hopes of keeping the library open more days. The K-8 libraries continue to have a combination of fixed and flexible scheduling, assuring that all students visit their site libraries on a regular

basis, while (when possible) providing some slots for teachers to bring students in for research projects. In recent years there have been fewer slots open for flexible scheduling at the elementary and middle schools, which means that much of the work for research projects must be done within the classroom. To help with this situation, library technicians make teachers aware that they may check out sets of books for their students to use for these research projects. Libraries are open for teachers and students before school, during lunch and recess, and after school, as staffing and scheduling permit. Student orientations are given at the beginning of the school year, providing both students and teachers with information on new learning tools, a review of library procedures, and some basic library and information literacy skills. At the high school the teacher librarian and technician assist students as they learn how to find materials, evaluate what they have found, and use them in their research projects, for personal needs, and/or recreational interests. The K-8 teacher librarian works in the middle school library with students before, and sometimes after, school helping them learn how to use the Spectrum catalog and assisting them in finding materials for independent research and for research projects. At the middle and elementary schools, classes are scheduled so tightly, that less help is given students as staff time is taken up with check in/check out and shelving books. When teacher librarians select and order materials for the libraries, they have and will support the K-6 Open Court Reading Program, connections to state literacy standards, Accelerated Reading Program (at the four elementary and the middle school site), and grade level curriculum needs. Library displays of books and artifacts provide connections to the curriculum, bring new and interesting materials to the attention of students, provide displays of CUSD student accomplishments, and celebrate the diverse heritages of our students.

#### **COLLECTION AND TOOLS TO ACCESS INFORMATION**

Staff continues to build well-rounded collections that are aligned with curriculum needs and state-mandated standards, as well as reflect recreational interests of students. With reduced funding, collection development is even more important as out of date materials must be carefully deselected and materials purchased prioritized and carefully selected to meet the needs of teachers and students. Staff members build library collections through the integration of print and digital resources to improve the quality of students' learning experiences and research. By increasing the complexity and quality of information, library users become independent learners and researchers.

---

### **GOALS FOR 2008/09**

#### **Strategic Goal 1**

**Continue efforts in building well-rounded collections that are aligned with curriculum needs and state-mandated standards, as well as reflect recreational needs of students. Assure that these materials are used.**

- \* Work toward print collections that reflect the goal of California's Superintendent of Public Instruction of 20 books per student.**
- \* Update key non-fiction in areas such as biography, history, geography, science, and the arts as funding allows.**

- \* Support and enhance existing fiction collections with current material, award winners, newest titles, and other standard titles currently not in the collections or in need of replacement because of condition.
- \* Support the district's literacy programs (i.e. Open court, textbook adoptions, Accelerated Reader) by working with site staff and adding materials to the library collections that appear on extended or required reading lists.
- \* Provide staffing as budget allows to implement the above goals.

## Strategic Goal 2

Build library collections through the integration of print and digital resources to improve the quality of students' learning experiences and research. By increasing the complexity and quality of information, library users will become independent learners and researchers.

- \* Purchase print, video, electronic, and web-based materials and subscriptions that align with California academic standards.
- \* Add print and non-print material to the collection based on curriculum need and requirements. Materials purchased should support projects, assignments, and research, as well as the varied reading and interest levels of students.
- \* Evaluate and purchase CD-ROM programs, indexes, and online databases.
- \* Add or replace hardware (as space and funds allow) to access the Internet, run software programs, and access the library online catalogs.
- \* Continue to give support to sixth grade teachers and students as they make the transition from elementary school to a middle school academic structure.
- \* Provide staffing as budget allows to implement the above strategic goals.

## CENTER UNIFIED SCHOOL DISTRICT LIBRARY MISSION

Even as other nearby districts were cutting funding and staffing, Center Unified's mission has always included staffing, supporting, and maintaining its school libraries as part of its goals of helping students to become information literate, fluent readers, and life-long learners. This library plan is not a goal. It is a step along a path to excellence envisioned in the district's mission to provide ALL students with learning tools and the motivation to use those tools.

## FUNDING, TIMELINE, AND RESPONSIBILITY

### FUNDING

**Federal:** Allocation of funds from the federal program will continue to be on a student attendance basis per school site. It is estimated that Title V funds for 2008/09 will be the same as 2007/08 and 2006/07 which is about half what they were in 2005/06. **State:** For school year 2005/06, the state allocated \$.70/student which was disbursed through the School and Library Improvement Program. While in 2008/09 school year, there is no mandated allocation of funds for school libraries from California, the following state budgets allow for the purchase of library materials; most decisions on spending these funds are site-based:

***School and Library Improvement Block Grant:*** (funds are dispersed according to the District Library Plan and, at the sites, according to how the library has been incorporated into the single school plan; the district portion for CUSD libraries will

remain the same as school year 2005/06, 2006/07, and 2007/08 at \$.70/student)

***Arts and Music Block Grant:*** (on-going funds; materials, including library books and media, may be purchased; requisitions for library materials purchased with these funds will be annotated so that back-up documentation is available)

***Art, Music, and Physical Education Block Grant:*** (one-time funds which may have been carried over from last school year at \$75/student may be used to purchase art, music, and physical education related books; requisitions for library materials purchased with these funds will be annotated so that back-up documentation is available)

***Proposition 20 Lottery Funds:*** (library resources are considered as instructional materials and lottery funds may be used for this purpose)

**District:** The high school has a site line-item library administration budget and the K-8 schools have library administration funds from the district. The amount remains about the same as last school year, less the percentage approved by the board in this year's budget cuts.

## **TIMELINE**

Funds will be made available for spending as soon as the district receives notice of the amount of expected revenue. The target date for completion of goals will be through the school year 2008/09. Progress will be monitored by a survey of the software collections, inventory of hardware, and observation of student use of books, equipment, and programs.

## **RESPONSIBILITY**

Library staff, site and district technology staff, and administrators will be responsible for implementing these goals. Teacher librarians, library technicians, site administrators, teachers, and students will assess needs and requests for library material. Primary responsibility for selecting remains with the two professional teacher librarians. All library staff members help with the processing of materials as they arrive, as well as maintaining the collection. Selection tools include:

1. Professional journals and publications (available in print and online)
  2. Annual lists of award winning titles (ALA Notable, California Young Reader Medal, Newbery, etc.)
  3. Recommendations from recognized educational organizations
  4. Workshops presenting newest and best titles in literature for children and young adults
-

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Superintendent

**Date:** January 7, 2009

**To:** Board of Trustees

**FROM:** Dr. Kevin J. Jolly, Superintendent

**Administrator's Initials:** \_\_\_\_\_

**Action Item**   X  

**Information Item** \_\_\_\_\_

**# Attached Pages** \_\_\_\_\_

**SUBJECT:** 40 Developmental Assets for Voluntary Staff Development Offering

**RECOMMENDATION:** CJUSD Board of Trustees approve the 40 Developmental Assets for Voluntary Staff Development Offering.

## 40 Developmental Assets

Support	<p>1 <b>Family Support</b> - Kids feel loved and supported in their family</p> <p>2 <b>Positive Family Communication</b> - Kids turn to their parents for advice and support. They have frequent, in-depth conversations with each other on a variety of topics. Parents are approachable and available when kids want to talk.</p> <p>3 <b>Other Adult Relationships</b> - Kids know other adults besides their parents they can turn to for advice and support. They have frequent, in-depth conversations with them. Ideally, three or more adults play this role in their lives.</p> <p>4 <b>Caring Neighborhood</b> - Kids feel that their neighbors support them, encourage them, and care about them.</p> <p>5 <b>Caring School Climate</b> - Kids feel that their school supports them, encourages them, and cares about them.</p> <p>6 <b>Parent Involvement in Schooling</b> - Parents are actively involved in helping young people succeed in school. They talk with their kids about school, sometimes assist with schoolwork, and attend school events.</p>
Empowerment	<p>7 <b>Community Values Youth</b> - Kids perceive that adults in the community value young people.</p> <p>8 <b>Youth as Resources</b> - Kids are given useful roles in the community.</p> <p>9 <b>Service to Others</b> - Kids serve in the community one or more hour per week.</p> <p>10 <b>Safety</b> - Kids feel safe at home, at school, and in their neighborhood.</p>
Boundaries & Expectations	<p>11 <b>Family Boundaries</b> - Parents set clear rules and consequences for their kids' behavior. They monitor their children's whereabouts.</p> <p>12 <b>School Boundaries</b> - Schools set clear rules and consequences for student behavior.</p> <p>13 <b>Neighborhood Boundaries</b> - Neighbors take responsibility for monitoring young people's behavior.</p> <p>14 <b>Adult Role Models</b> - Parents and other adults model positive, responsible behavior.</p> <p>15 <b>Positive Peer Influence</b> - Children's best friends model responsible behavior. They are a good influence. They do well at school and stay away from risky behaviors such as alcohol and other drug use.</p> <p>16 <b>High Expectations</b> - Parents and teachers encourage kids to do well.</p>
Constructive Use of Time	<p>17 <b>Creative Activities</b> - Kids spend three or more hours each week in lessons or practice in music, theater, or other arts.</p> <p>18 <b>Youth Programs</b> - Kids spend three or more hours each week in sports, clubs, or organizations at school and/or in the community.</p> <p>19 <b>Religious Community</b> - Kids spend one or more hours each week in religious services or participating in spiritual activities.</p> <p>20 <b>Time at Home</b> - Kids go out with friends "with nothing special to do" two or fewer nights each week.</p>

Commitment to Learning	<p>21 <b>Achievement Motivation</b> - Kids are motivated to do well in school.</p> <p>22 <b>School Engagement</b> - Kids are actively engaged in learning.</p> <p>23 <b>Homework</b> - Kids do at least one hour of homework every school day.</p> <p>24 <b>Bonding to School</b> - Kids care about their school.</p> <p>25 <b>Reading for Pleasure</b> - Kids read for pleasure three or more hours per week.</p>
Positive Values	<p>26 <b>Caring</b> - Kids place high value on helping other people.</p> <p>27 <b>Equality and Social Justice</b> - Kids place high value on promoting equality and reducing hunger and poverty.</p> <p>28 <b>Integrity</b> - Kids act on their convictions and stand up for their beliefs.</p> <p>29 <b>Honesty</b> - Kids tell the truth even when it's not easy.</p> <p>30 <b>Responsibility</b> - Kids accept and take responsibility for their actions and decisions.</p> <p>31 <b>Restraint</b> - Kids believe that it's important not to be sexually active or to use alcohol or other drugs.</p>
Social Competencies	<p>32 <b>Planning and Decision Making</b> - Kids know how to plan ahead and make choices.</p> <p>33 <b>Interpersonal Competence</b> - Kids have empathy, sensitivity, and friendship skills.</p> <p>34 <b>Cultural Competence</b> - Kids know and are comfortable with people of different cultural, racial, and/or ethnic backgrounds.</p> <p>35 <b>Resistance Skills</b> - Kids can resist negative peer pressure and avoid dangerous situations.</p> <p>36 <b>Peaceful Conflict Resolution</b> - Kids seek to resolve conflicts nonviolently.</p>
Positive Identity	<p>37 <b>Personal Power</b> - Kids feel that they have control over many things that happen to them.</p> <p>38 <b>Self-esteem</b> - Kids feel good about themselves.</p> <p>39 <b>Sense of Purpose</b> - Kids believe that their life has a purpose.</p> <p>40 <b>Positive View of Personal Future</b> - Kids are optimistic about their own future.</p>



Last update: January 9, 2003.

Download your free copy of the entire book!  
Read full text on line!

---

# Social Justice

## Yesterday - Today - Tomorrow

By: Rudolf Rickes.

Copyright © 472256

# Soziale Gerechtigkeit

---

A summary from the book:

The guiding principles throughout this book are the following three arguments to emphasize the notion:

## "SOCIAL JUSTICE."

**First:** Every human being is born free and no one has the right to take or limit this freedom.

**Second:** Every human being has the right to an unfettered development of his personality.

**Third** Every human being is equally entitled to the fruits of this earth and those of his own labour.

---

It is obvious that the subject in view had to start with the dawn of humankind and to investigate the social structures of that time, as much as this is possible from today's standpoint and what is known about that era.

In the course of the development of humankind, from caves to grasshuts to brick houses, from hunting to the gathering of fruit, from the beginning of agriculture and domestication of wild animals, from living together in bands, clans, tribes, races and later nations, we see how the above principles evolved and effected their social life.

With the appearance of the city states of Greece at around 450 B.C., a new way of ruling the populace emerged which was called "Democracy".

---

## Yesterday

Sample Text #1: Chapter One, Page 20.

"These city states which reached their prime about 450 B.C. under the rule of Pericles maintained an internal sense of order to determine the instruments of power and the direction of politics. This order was essentially based on the practices of early tribes in which each member was allowed to cast an individual vote. They named it "democracy" from the Greek words "demos" = "people" and "cratos" = "rule".

In its original sense it is a form of rule, in which the right to make political decisions is exercised directly by the gathered citizens. According to our contemporary understanding of "democracy", we would call this earlier version "direct democracy" to distinguish it from other forms using the same name, which will be mentioned and explained in due time."

(End of Sample Text.)

This was already progress in the right direction towards "Social Justice", although it did not last very long.

In general the tendency for "Social Justice" in the societies of this era, and later during the reign of the "Roman Empire" as well as up to the middle ages, was very poor.

Every culture, every society in any given century, including today, was and is subjected to the inherited evil of exploitation of man by man. One of the worst atrocities standing out e.g. is the slavery and the lesser evil of bondage, which was common and generally accepted for centuries.

Sample Text #2: Chapter One, Page 37.

"When we compare the range of human social structures through the ages, from primeval through ancient and up to modern times into the 19th century, we find no fundamental changes or shifts in any cultures. Injustice remained injustice in spite of the general improvement of living conditions for the majority of human beings.

Slavery and bondage is the social approval of involuntary servitude, forced onto one person or group of persons by others, or in other words the sheer exploitation of people by people. The emphasis here lies on "social approval", meaning an established institution accepted by all, just like the right to inheritance of kings and aristocracy. The fact that neither were right, was not recognized by the majority of contemporaries and so we must embark on the saddest chapter of our human history.

We spoke above of involuntary servitude, but this does not embrace the severity of the problem. A slave was the personal possession of his master, who could decide the slave's life or death at his discretion and according to his whim.

Slaves were prisoners of war or insolvent debtors, who were sold into slavery by their creditors. Slaves were traded like every other product and their children were naturally also condemned to slavery. Parents sold their children to pay off debt, and the chieftain his subordinates.

The suffering of female slaves was extremely severe, for reasons we need not further to elaborate.

Even though slavery in its various forms was an almost universal phenomenon, or perhaps precisely because of its universality, no one raised any substantial opposition to its existence."

( End of Sample Text.)

In as far as those ailments are still with us today and determine our daily life is the subject of Chapter 2. and 3. of this book.

We learn about what human beings are capable of inflicting upon each other in the name and glorification of the common expression "Survival of the fittest".

Sample Text #3: Chapter One, Page 65.

Men are subject to the law that governs every living thing: the law to take what he is strong enough to take, and holding what he has the guts enough to hold; and what is society but a conspiracy to hide that truth, to bolster up weak people?

( End of Sample Text.)

A common topic in this book is the everlasting and perpetual question, how to organize and rule the increasing population into a harmonious and socially just society.

---

## Today

Sample Text #4: Chapter Two, Page 68.

As support for the above, most people equate "Freedom" with the right to live out their lives without any regard for others, being true only to the age old saying: "Look out for number one". But in doing so, they disregard the elementary fact, which they perhaps never learned, that a life in a healthy and well functioning society, existing for the good of all its members, is inextricably bound to duty, responsibility and solidarity.

We can compare the limitations, placed on individual freedoms within a society, with the restrictions that modern traffic rules place upon mobile people. These traffic rules are obviously no invention of a bureaucrat, intent on making life difficult, but they arose from the simple law of physics that: "No two bodies can be in the same place at the same time."

( End of Sample Text.)

Sample Text #5: Chapter Two, Page 78.

After we have discussed at length the pro's and con's of technology with regards to our general well being, although previously mentioned in connection to other concerns, let us now turn toward and consider another topic of interest and debate: namely, the regard and respect for "Human Rights" by the rulers of our contemporary nations.

The term "Human Rights" denotes a prerogative which we expect and enjoy simply, because we are human beings.

The concept arose hazily in ancient Rome from the idea of "Natural Rights" and was seized up again in the "American Declaration of Independence (1776)", after having circulated for centuries within philosophical circles. It was further promoted by the idea of equality of civil, political and economic rights, as espoused by the liberal forces of the 20th century.

( End of Sample Text.)

---

## Tomorrow

Sample Text #6: Chapter Three, Page 90.

There are four essential securities, that must exist for social and political tolerance, which the politicians must regard in order to create a balanced existence for their citizens.

This is firstly economic security in the workplace and at home which holds the most important position.

Without a steady income from his work and without being able to afford for his family and for himself all the things offered today, man will despair of himself, of society and of the state.

This leads into the second, the psychological security, which is largely dependent upon the first security as well as on physical and mental health: Whoever is content with himself and the world is no anarchist.

The need for the third, the cultural security, is influenced by education of any type such as books, theater, radio, newspapers and televisions.

Then there is the fourth, the territorial security which is expressed by man's desire to live in communities with those who he perceives to be like himself.

( End of Sample Text.)

Sample Text #7: Chapter Three, Page 95.

It is also in the interest of the capitalist that the worker earns enough money, in order to be able to purchase those goods as a consumer, which he helped to produce. Henry Ford, the founder of the world famous "Ford" factory in Detroit, U.S.A. set an example for all his colleagues with these words: "It makes no sense to produce a product, which our own workers cannot afford to buy!" Therefore he did every thing in order to reduce the cost of manufacturing his cars and he started the conveyer belt factories.

( End of Sample Text.)

All in all, the progress in "Social Justice" has been very little indeed and needs the combined effort of every concerned citizen to balance the powers of "Social Injustice". It is nevertheless known that the quality of a society is measured by the way it treats the weaker members.

**The Author!**

There also is a German language version available with the title:  
**"Soziale Gerechtigkeit - Gestern - Heute - Morgen";**

---

Questions and/or comments are welcome.

## Personal tools

- [Administrative Log in](#)

# Kwame Ture's Pan-Africanist Ideology

From Social Justice Wiki



*"This Africa belongs to me as much as it belongs to you."*



Kwame Ture's ideology of black liberation is interestingly the sum total of experiences that inspired him throughout his life. From his experiences as a young college student with the Non-violent Action Group, chairman of the Student Non-Violent Coordinating Committee, co-creator of "Black Power," anti-war activist in Vietnam, and outsider

in Algeria, Cuba, and Guinea, he was able to formulate a Pan-Africanist ideology that took into account everything he learned in his life. As a true revolutionary, his vision encompassed all Africans someday winning the struggle against oppression in all its forms.

Ture learned valuable lessons from many intellectuals and activists in his life as well. He praised the militancy and communism of Fidel Castro during his visit to Cuba, the audacity and dedication of Dr. W.E.B. DuBois and his wife Shirley Graham DuBois, the anti-colonialism of Frantz Fanon, and the Leninism/Marxism of C.L.R. James. While he did not agree with everything these men believed, for example Ture disagreed with Marxism as a solution because he believed it was too Eurocentric in nature and did not translate to the specific plight of the African populace, he respected and many times joined the struggle of these revolutionaries.



Ture's ideological vision of black liberation was a united democratically socialist Pan-Africanist state, with political and economic self-sufficiency. In order to achieve this, the international capitalist system of white supremacy must be destroyed. With such violent resistance (Ture cites many times attempts on his life) from the oppressive global system, the only answer for Ture was a unified African people who advocated for the total transformation of the current political and economic world. He even denounced use of the word "black" to describe the struggle. He disregarded the term "black American" as the creation of American media.



Racial identity was possible as a means to organizing a united front, but Ture preferred the factual basis of history, which traced back to Africa. For Ture, only when all members of the African Diaspora come to terms with their African ancestry and join the movement will we see liberation, or in Ture's words, the end of oppression and exploitation everywhere.

*[Back to Pan-Africanism main page](#)*

**The Son of Kwame Nkrumah and Sekou Toure**

**All-African People's Revolutionary Party**

**Marriage to Miriam Makeba**



## JOBS

- [Search Job Bank](#)
- [Post Resumé](#)
- [My Account](#)
- [For Employers](#)

## CHANNELS

- [Graduate/ Professional School](#)
- [What's Happening](#)
- [African-American Issues](#)
- [Global Study](#)
- [Career Related](#)
- [X-Tra Curricular](#)
- [About Us / Site Charter](#)
- [Monthly Issues](#)
- [BC Home](#)

## Employer Profiles

- [Site Charter Sponsors](#)
- [Employer Profiles](#)
- [Site Sponsors](#)
- [Cornerstones](#)

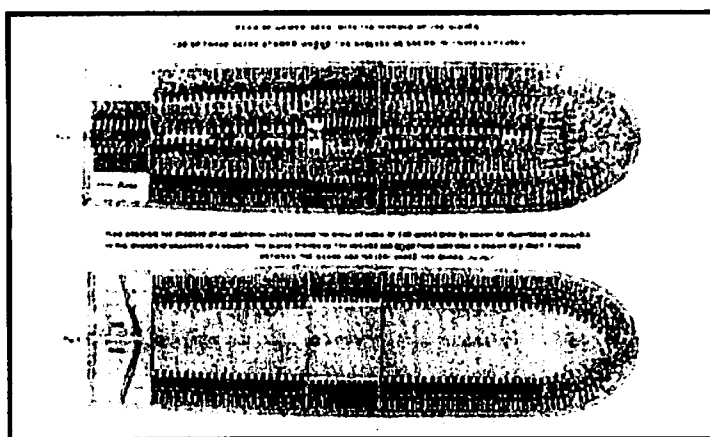
## Subscribe

Pick up a free copy of THE BLACK COLLEGIAN Magazine from your career services office, or [subscribe here](#).

## What'S HAPPENiNG

### Reparations, A Fundamental Issue Of Social Justice

by Charles J. Ogletree, Jr.



Slaves captured and transported through the middle passage.

My own interest in the reparations movement started in the 1970's when my teacher and mentor at Stanford, Dr. St. Clair Drake, arranged for me to attend the Sixth Pan-African Conference in Dar es Salaam, Tanzania. These conferences were held to focus on efforts to end colonial rule in Africa and to promote economic and political development within the African nations. I traveled as part of a delegation of over two hundred African Americans, but the member of our delegation who had an enormous impact on me was Audrey Moore, affectionately known as "Queen Mother Moore." Viewed by many as the matriarch of the reparations movement in America, she forced us to give serious attention to the issue of reparations for American descendants of African slaves at a time when many of us were focusing on economic and political reform in Africa. Although I had studied African and African-American history, this trip was the first time that I learned anything about the struggle for reparations.

Reparations for slavery finally achieved credibility in 1988, when a bipartisan congress granted reparations to Japanese Americans interned by the government during World War II. Congressman John Conyers of Detroit took the next step when he introduced HR 40, legislation proposing to conduct a study of slavery and to determine whether there is a basis to provide reparations to descendants of African slaves. At the same time, a group of scholars and activists from around the United States created N'COBRA, the National Coalition of Blacks for Reparations in America, which has led the push for reparations at the grassroots level.

My recent involvement in the reparations movement stems from my close friendship and working relationship with Randall Robinson, President Emeritus of TransAfrica, an African-American think tank focused on political and economic reform. Three years ago, Randall and I were chosen to serve as co-coordinators of the Reparations Coordinating Committee and have spent the last two years engaged in legal research, political activism, and other scholarly pursuits focused on the issue of reparations.

In 1999, Randall completed his highly influential book *The Debt: What America Owes to Blacks* and persuasively argued why it was the right time to force the American government to provide reparations to the descendants of African slaves who now reside in the United States. But more than the economic arguments, what most moved me about his book was the description of the slaves, captured and transported through the middle passage, who had been all but forgotten and never commemorated. My dream for Reparations is to take up and make our own the forgotten dreams of our Africans ancestors lost during slave trade. My dream for Reparations is to force America, and the world, to pay attention to their suffering loss of life, liberty, language, and culture. I wish to celebrate our African diaspora, by forcing the West to come to terms with its history of discrimination, and to account for the manner it has profited at the expense of Africa and Africans everywhere.

The Reparations Coordinating Committee, consisting of legal scholars, public officials, activists, and academics from many disciplines, was formed shortly after the publication of Mr. Robinson's book. We have been conducting research and exploring a variety of options in the effort to make the case for reparations. The mission of the Reparations Coordinating Committee is to ascertain, document, and report comparative repair and restitution in the United States and abroad on behalf of the contemporary victims of slavery and the century-long practice of *de jure* racial discrimination which followed slavery. Our overall objectives are to detail a range of feasible relief and reform initiatives aimed at reconciliation as well restitution for the burdens of discrimination.



We have assembled an incredibly powerful group of lawyers to work on the most ambitious case involving people of African descent in American history. Among them are a number of major figures in the litigation field, as well as others who will soon be as well-known because of their contribution to this case. It is important to note that these individuals have agreed to work on the reparations effort on a volunteer basis and are deeply committed to the success of the reparations movement.

The best known of our volunteer lawyers is Johnnie Cochran. Although he rose to national prominence as lead counsel for the defense during the trial of O.J. Simpson, Mr. Cochran has enjoyed significant legal success for over twenty years in California. He has long been an advocate for civil rights, filing dozens of lawsuits and winning tens of millions of dollars to compensate the victims of police brutality in California. Willie Gary is another integral member of the team. Based in Florida, Mr. Gary is general counsel to Jesse Jackson. He specializes in a variety of tort lawsuits, and has won significant victories in the areas of personal injury, product liability, wrongful death, and medical malpractice law. His firm recently won a \$240 million judgment against Walt Disney and a \$500 million jury verdict against The Loewen Group. Dennis Sweet, a prominent tort lawyer, was my intern at the D.C. Public Defenders Office before moving into private practice. He has won a number of substantial judgments including a \$400 million judgment against American Home Products for injuries sustained through use of their Fen-Phen diet pill.

Rose Sanders and J.L. Chestnut, both from Selma, Alabama, have successfully litigated a number of voting rights and civil rights cases, including the "black farmers" litigation against the Department of Agriculture, which resulted in a \$2 billion settlement. Finally, we are extremely lucky to have on the team Adjoa Aiyetoro, who serves as legal counsel for the National Coalition of Blacks for Reparations in America (N'COBRA). Ms. Aiyetoro is also the legal counsel for National Counsel for Black Lawyers and the National Association of Black Lawyers. She has successfully obtained injunctive relief and damages from both the federal government and the states for prisoners suffering disgraceful, and unconstitutional conditions of confinement while in prison.

Michele Roberts was rated by *Washingtonian Magazine* as the top lawyer in all of Washington, DC for 2002. We worked together and co-counseled cases when she was with the Public Defender Service. She is widely recognized as one of the countries best litigators.

Among the public officials who are members of the committee, the most prominent is Representative John Conyers, himself a lawyer, and the ranking Democrat on the House Judiciary Committee. Representative Conyers has supported the reparations movement for more than a decade, and is the principle sponsor of HR 40, legislation designed to study the issue of reparations. The co-chairs of our Research Committee are Manning Marable, professor of history and political science and founding director of the Institute for Research in African American Studies at Columbia University, and one of America's most influential historians and political interpreters of the black experience. Our other co-chair is Dr. Ronald Walters, formerly a professor at Howard University, current director of the African American Leadership Institute and Scholar Practitioner Program, Distinguished Leadership Scholar at the James MacGregor Burns Academy of Leadership, and professor in government and politics at the University of Maryland. Dr. Walters is internationally known for his expertise on the issues of African American



leadership and politics.

Serving with them on the RCC are some exceptionally distinguished academics.

Cornel West, formerly professor of African-American studies and philosophy of religion at Harvard University, has been a champion for racial justice for much of his life, and is the author of the best-selling book, "Race Matters." Dr. Johnnetta B. Cole, is probably most famous as the highly successful former president of Spelman College, which under her leadership became the first historically African-American college to receive a number one ranking in U.S. News & World Report's annual college issue. She is formerly the Presidential Distinguished Professor at Emory and currently serves as President of Bennett College. Richard America, an economist, is a lecturer at the McDonough School of Business Administration at Georgetown University. He has published two books on reparations: *Paying the Social Debt: What White America Owes Black America*, and *The Wealth of Races: The Present Value of Benefits from Past Injustices*. Finally, James P. Comer is the Maurice Falk Professor of Child Psychiatry at the Yale University School of Medicine's Child Study Center. He founded the Comer School Development Program in 1968, which promotes the collaboration of parents, educators, and community to improve social, emotional, and academic outcomes for children, has served as a consultant to the Children's Television Workshop (which produces Sesame Street and Electric Company), has been awarded 39 honorary degrees and has been recognized by many organizations, including the prestigious Heinz Award in the Human Condition for his profound influence on disadvantaged children.

We need, not only these distinguished lawyers and professors, but all Americans to think of innovative solutions to the issues of race and responsibility that beset our country. We need to take the issue of reparations beyond America's borders, to recognize the importance of coming to terms with a systematic injustice perpetrated on people of African descent because the issue of reparations concerns a fundamental issue of social justice: what responsibility does the community as a whole shoulder for the enslavement of and continuing discrimination against African-Americans?

Traditionally, race has been designated a "Black issue," and the responsibility for changing the racial climate in our society has been delegated primarily to African-American civil rights activists. However, racism against African-Americans is not properly a "black" issue: while African-Americans are its victims, the perpetrators are not. I suggest that the general moral obligation to eradicate racism from our society requires each of us to work towards undoing the chronic fragmentation along racial lines that exists in so much of our country today: to make our society whole. The moral force of reparations-arguments is simply to suggest that the African-American community can no longer shoulder the burden of redeeming American society, as Dr. King put it, on our

own. Instead, all citizens must engage as full participants in a dialogue examining what is the cost of repairing our society to make it equally accessible to everyone.

---

*Charles J. Ogletree, Jr. is a law professor at the Harvard Law School.*



[top of page]

---

[Graduate/Professional School](#) • [What's Happening](#)  
[Military Opportunity Job Bank](#) • [African-American Issues](#) • [Global Study](#)  
[X-Tra Curricular](#) • [About Us /Site Charter](#) • [Monthly Issues](#) • [Home](#)

.....  
THE BLACK COLLEGIAN MAGAZINE © 2006

*IMDiversity, Inc.*

## **A DISSECTION OF THE ANTI-AMERICAN TERM "MULTICULTURAL".**

Let us start at the most basic level – the etymology of the word culture. The English word culture is derived from the Latin *cultus*. The word should look familiar to any English speaker as it is the root of a few words that seem to have nothing to do with each other in today's ignorant society – cultivate, cult, and culture. However, the words are not accidentally all derived from the same Latin root. Why the connection?

When ancient societies formed, they were joined by what came out of the ground. The plants that fed them and the gods that ruled that land all were what made the society into what it became.

In other words, crops were not the only things grown. Civilizations are grown also, and civilizations are grown with those things that bind them together and are held in common. The civilization is cultivated like a crop, and bound together like a cult. A culture is what the people of a society have in common, what makes them work together, and gives them an identity in what joins them- rather than destroying themselves with what separates, divides, and tears them apart. This understanding is not merely some archaic definition of an ancient word. The definition has stood for two millennia. The 1993 book *America's British Culture*, a response to the new attempts to strip the United States of its culture through multiculturalism, quotes Christopher Dawson's 1947 Gifford lectures

A social culture is an organized way of life which is based on a common tradition and conditioned by a common environment...It is clear that a common way of life involves a common view of life, common standards of behavior and common standards of value, and consequently a culture is a spiritual community which owes its unity to common beliefs and common ways of thought far more than to any unanimity of *physical* type.... Therefore from the beginning the social way of life which is culture has been deliberately ordered and directed in accordance with the higher laws of life which are religion.[emphasis added]

Dawson quoted in *America's British Culture* by Russell Kirk, pg. 2 (1994)

The succinct American way of saying it is simple, *E Pluribus Unum* the Latin phrase "Out of many—one."

The things we hold dear and think are no-brainers are not universal truths – they are just universally true to those of us raised in this culture. Do you oppose a state church and the requisite tithes collected by the government that goes with that church?

Do you oppose a caste system where the household you are born into determines your life's fortune?

Do you oppose the type of government that has the right to control everything and dictate your life?

Do you think that owning women as property is a backwards thought?

Do you as well think that saying a women deserves rape for not wearing a long enough dress is a sign of a backwards mind?

Do you think that human sacrifice qualifies as barbarism?

Do you believe that people should have the right of self-determination?

The answer to all of these questions to a multi-culturalist must be No. If a culture is what unites a society, multi-cultural means you must bring in a set of beliefs in opposition to the present culture to compete with and alter the existing one. Multiculturalism is an impossibility. If culture is the mores and traditions that bind a people together, there cannot be conflicting mores and traditions. Eventually one must become dominant. For instance, belief in free speech and opposition to free speech cannot both be simultaneously the thrust of the culture.

Another example is the reformation belief of tolerance and of equality before God, which is in direct opposition to certain forms of Islamic Law which believes in enslaving those who do not share their religious beliefs. Those two cultures will compete until one wins. If you are not willing to defend tolerance and equality, you can just as easily end up enslaved to Sharia beliefs against your will. The culture battle is a classic example of the saying, "If you don't stand for something, then you'll fall for anything."

Culture is how you unify your people, but multi-culturalism is intent on preventing that unity of spirit and community by introducing ideas meant to compete and eventually replace common beliefs. Multi culturalism is the antithesis of *E Pluribus Unum* because it seeks division. As Abraham Lincoln said in quoting the Old Testament, "A house divided against itself cannot stand."

Then of course, there is the even uglier side of multiculturalism—its latent racism. Multiculturalism's entire premise ties race to behavior and mental capabilities. Multiculturalists see different cultures abounding in the society not because of the controversial nature of such things as free speech, free press, and religious freedom and the need for opposites of these culturally held values. Multiculturalism judges and evaluates people based on the color of skin, or the origin of a surname, or other such superficial racist standards that our superior culture rejected when we rejected the backwards ideologies of the old world.

Need proof? How about the very real example we have all heard - that minority children cannot do well on standardized tests such as the SAT because of cultural bias? The SAT test is based on math and Latin and Greek roots. The implicit racism in the multiculturalist argument is that somehow children of color are incapable of comprehending these subjects. Is that an explanation any one here is willing to accept? I certainly hope not. Any kid, regardless of color can comprehend the material *if it was taught*. The explanation is much easier and does not share the latently racist

premise of the multicultural movement –that minds of certain races cannot comprehend certain material. That sort of “logic” should stay in the old world where it belongs. In the end, multiculturalism is the antithesis of *E Pluribus Unum* because its mentality is that different peoples cannot really become one due to their inherent racial differences that are the cause of their “cultural” differences. It is the same old tired philosophy of eugenics and facism that we were supposedly intelligent enough to put behind us over half a century ago.

Hence we have come full circle to my original comments from our last meeting. What most people are seeking to highlight is not anything multicultural, but in fact more American than anything else – multi ethnic. The basic American belief that we are all equal before God gives us the desire to celebrate the best in all of us, whether it be a great teacher of Latino descent like Jaime Escalante, or a great Scottish orator like Patrick Henry, or a great Jewish mind like Robert Oppenheimer.

Multi ethnic, yes. Multi culturalism and its backwards return towards barbarism and depravity deserves to be wiped from our vocabulary.