

CENTER JOINT UNIFIED SCHOOL DISTRICT

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 SPECIAL MEETING

LOCATION: District Office, Room 5
8408 Watt Avenue, Antelope, California 95843

DATE / TIME: Wednesday, July 29, 2009 @ 6:00 p.m.

Teleconference: Trustee Matthew Friedman will be participating from
75-5949 Alii Drive, Kailua-Kona, Hawaii, HI 96740

AGENDA

- I. CALL TO ORDER/ROLL CALL - 5:00 p.m.
- II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
 1. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code 54957.6)
Agency representative: Donald Wilson
Unrepresented employee: Superintendent
 2. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code 54957.6)
Agency representative: Donald Wilson
Unrepresented employee: Chief Administrative Officer
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION
- IV. CLOSED SESSION
- V. OPEN SESSION - CALL TO ORDER - 6:00 p.m.
- VI. FLAG SALUTE
- VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION Info/Action
- VIII. ADOPTION OF AGENDA Action

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 Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

IX. COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA

The Governing Board welcomes and encourages public comments. Members of the public may comment on items included on this agenda; however, we ask that comments are limited to 3 minutes so that as many as possible may be heard. (E.C. §35145.5, G.C. §54954.3)

Public
Comments
Invited

X. BUSINESS ITEMS

- | | | | |
|-----------------|--------------------|---|--------|
| Governance | A. | <u>Approve Superintendent Employment Agreement with Scott Loehr (Gov. Code 53262)</u> | Action |
| Governance | B. | <u>Approve Chief Administrative Officer Employment Agreement with George Tigner (Gov. Code 53262)</u> | Action |
| Op & Fac / Pers | C. | <u>Resolution #1/2009-10: Qualified School Construction Bonds</u>
This would allow the District to prepare, complete, and submit an application for Qualified School Construction Bonds. The bonds will provide financing for the design and construction of the projects listed on Exhibit A. | Action |
| | D. | <u>Twin Rivers Police Services Proposal</u>
TRUSD Police Department is a full service police department with numerous capabilities focused on school safety and security. The scope of their services encompasses those previously conducted by our SRO and our Safe Schools Program. | Action |
| XI. | ADJOURNMENT | | Action |

Center Joint Unified School District

		AGENDA REQUEST FOR:
Dept./Site:	Superintendent's Office	Action Item <u> X </u>
To:	Board of Trustees	Information Item <u> </u>
Date:	July 29, 2009	# Attached Pages <u> </u>
From:	Scott Loehr, Interim Superintendent	
Principal/Administrator Initials:	<u> </u>	

<p>SUBJECT: Approve Chief Administrative Officer Employment Agreement with George Tigner (Gov. Code 53262)</p> <p><i>Copies made available during Open Session.</i></p> <p>RECOMMENDATION: The CJUSD Board of Trustees approve the Chief Administrative Officer Employment Agreement with George Tigner (Gov. Code 53262).</p>
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Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Facilities & Operations Department	
Date: July 29, 2009	Action Item <u> X </u>
To: Board of Trustees	Information Item _____
From: Craig Deason, Assist. Supt.	# Attached Pages <u> 3 </u>
Assist.Supt. Initials: _____	

SUBJECT: Resolution #1/2009-10 Qualified School Construction Bonds
<p>The attached resolution will allow the District to prepare, complete, and submit an application for Qualified School Construction Bonds. The bonds will provide financing for the design and construction of the projects listed on the attached Exhibit A list.</p>
RECOMMENDATION: That the Board of Trustees approve Resolution #1/2009-10 for Qualified School Construction Bonds.

RESOLUTION NO. _#01/2009-10_

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT DIRECTING THE SUPERINTENDENT TO PREPARE, COMPLETE, AND SUBMIT AN APPLICATION FOR QUALIFIED SCHOOL CONSTRUCTION BONDS, AND ENTER INTO AGREEMENTS TO EFFECTUATE THE FINANCING, DESIGN, AND CONSTRUCTION OF THE QUALIFIED PROJECTS.

WITNESSETH:

WHEREAS, the American Recovery and Reinvestment Act of 2009 (ARRA) has been enacted to stimulate the economy by, among other things, creating incentives to finance public school facilities; and

WHEREAS, the Qualified School Construction Bond (QSCB) program, which is part of ARRA, presents the District with an opportunity to finance facilities needs at a very low interest rate; and

WHEREAS, the District proposes to apply for a QSCB allocation pursuant to 26 U.S.C 54F to further the educational goals of the District; and

WHEREAS, the District is a political subdivision of the State of California and, therefore, is an "eligible issuer" as defined in IRS Notice 2009-35; and

WHEREAS, "qualified purpose" is defined in 26 U.S.C 54F and IRS Notice 2009-35 as (1) the construction, rehabilitation, or repair of a public school facility, (2) the acquisition of land on which such a public school facility is to be financed in part by QSCB proceeds, or (3) the acquisition of equipment to be used in such a public school facility that is being financed in part by QSCB proceeds; and

WHEREAS, the District has determined that it is in the best interests of the students, residents, and landowners, and for the orderly financing, design, and construction of the qualified projects to use the QSCB allocation for such qualified purposes as detailed in Exhibit A; and

WHEREAS, the application to receive authorization to issue QSCBs may be submitted to the California Department of Education (the "Department") starting July 6, 2009.

NOW, THEREFORE, THE GOVERNING BOARD OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

- Section 1. The above recitals are all true and correct.
- Section 2. The Board of Trustees hereby authorizes and directs the Superintendent and other officers of the District, jointly and severally, for and in the name of and on behalf of this District, to take any and all actions, including any amendment necessary to Exhibit A, which may be necessary or advisable in their discretion to cause the preparation and filing of an application with the California Department of Education (the "Department") for an approval and allocation under the Department's QSCB program and to execute necessary agreements for the financing with Caldwell Flores Winters, Inc. and other pre-design / construction consultants as may be needed.
- Section 3. The Board of Trustees hereby declares the District's intention to reimburse itself for the cost any qualified purpose incurred prior to issuance of a QSCB from the proceeds of such QSCB when issued.
- Section 4. In connection with the issuance of a QSCB and use of any proceeds, the Board of Trustees directs the Superintendent and other officers of the District, jointly and severally, for and in the name of and on behalf of this District, to take any and all actions which may be necessary or advisable in their discretion to comply with any requirements of the Internal Revenue Service and the Department.
- Section 5. This resolution shall take effect upon adoption.

I HEREBY CERTIFY that the foregoing resolution was duly adopted at a meeting of the Board of Trustees of the Center Joint Unified School District held on the 29th day of July, 2009, by the following vote:

AYES, and in favor of, Board Members:

NOES, Board Members:

ABSENT, Board Members:

CENTER JOINT UNIFIED SCHOOL DISTRICT

By: _____
President, Board of Trustees

Attest:

By: _____
Clerk of the Board

EXHIBIT A

**Qualified School Construction Bond
Project List**

Modernize McClellan Continuation High School	\$8,000,000
Photovoltaic Solar Energy Upgrades at all District schools	\$5,000,000
Energy monitoring and management Systems at all District schools	\$3,000,000
Replace HVAC with Efficient Units at all District schools	\$5,000,000
Upgrade Refrigeration in Kitchens at all District schools	\$2,000,000
Water Conservation and Landscaping Projects, including Irrigation Controllers, Water Wise Landscaping, and Waterless Urinals at all District schools	<u>\$2,000,000</u>
Total:	\$25,000,000

SERVICE & COST PROPOSAL

One Sworn Police Officer to be assigned as an S.R.O. to the Center Unified School District for the 2009/2010 school year. This Officer would be assigned to work 8 hours per day, Monday – Friday for the 180 day school year. The Officer would also be assigned to work for the duration of the 2010 summer school session. The same Officer would work each day for the school year with the exception of time off for sick or vacation. The Officer would be driving a marked patrol vehicle and be equipped with all standard issue equipment. Vehicle fuel and maintenance would be included in this cost. The Twin Rivers Police Department would take calls for service from the Center District Schools and dispatch the Officer as necessary. A standard contract would be required to be negotiated prior to the initiation of services.

Total Annual Cost \$116,845.00

One Sworn Police Officer to be assigned as an S.R.O. to the Center Unified School District as described above. Additionally Twin Rivers District Police Department would provide patrol and emergency response to the Center Unified School District sites 24 hours per day 365 days per year. This service would also include 24 hour monitoring of Center's video surveillance system and alarm systems, in the Twin Rivers Police Dispatch Center. It would be the Center District's expense to deliver and maintain the signal for the video and alarm systems to the Twin Rivers District Police Department. Twin Rivers will provide the monitoring but not the cost of receiving or recording the signals.

Total Annual Cost \$141,300.00

Security at after hours events or activities requiring additional staff (ie: games, dances, etc) The number of Officers to be provided will be agreed upon by both parties prior to the event.

Billed at \$45.00 per Officer, per hour

MEMORANDUM OF UNDERSTANDING

OPERATION SAFE SCHOOLS

**AGREEMENT BETWEEN THE
SACRAMENTO COUNTY SHERIFF'S DEPARTMENT
AND
CENTER UNIFIED SCHOOL DISTRICT**

I. PARTIES

The parties to this agreement are the Sacramento County Sheriff's Department and the Center Unified School District.

II. PURPOSE

The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the Sacramento Sheriff's Department and Center Unified School District, who, together, have a mutual concern for the safety and well being of the students and staff who attend school within the District. This agreement will provide terms and conditions for the Sacramento Sheriff's Department to provide Deputies for a security position on designated campuses of the Center Unified School District.

III. TERMS AND CONDITIONS

A. The Sacramento County Sheriff's Department has agreed to provide Center Unified School District with:

1. Off-duty, armed and uniformed Sheriff's Deputies to provide security for designated school campuses within the School District.
2. One marked patrol vehicle to be used by these selected Deputies. The School District will lease the vehicle from the Sheriff's Department. The cost for the lease of this vehicle is 30 cents per mile and a fixed rate of \$300.00 for the vehicle per month.
3. A supervisor, designated at this time as a rank of Lieutenant, to coordinate and manage the program.
4. The North Area Patrol Station as a location that will be the primary base of operation for the program.

B. Center School District has agreed to provide the Safe School Program with:

**OPERATION SAFE SCHOOLS
M.O.U. BETWEEN SHERIFF'S
DEPARTMENT AND C.U.S.D.**

1. A leased marked patrol vehicle from the Sacramento Sheriff's Department at the above listed, (A.2.), agreed cost.
2. To equip the Safe School Officer with:
 - a. Safety equipment bag.
 - b. Telephone pager device.
 - c. Cellular telephone.
 - a. One Portable radio which meets Sacramento County Sheriff's specifications.
 - b. One soft-body armor vest.
3. To pay Safe School Officers with current off-duty pay rate:
 - a. Rate at this time for deputy sheriff is \$21.53 per hour.
 - b. Rate at this time for supervising Officer is \$23.65 per hour.
 - c. Overtime will be paid at straight time pay.
4. A work schedule will consist of:
 - a. Monday through Friday coverage from 7 a.m. until 4 p.m. with the option to have selected night coverage when needed.
 - b. These hours are subject to change by mutual agreement of both parties.
5. Schools to receive service will be:
 - a. Center High School
 - b. Center Junior High School
 - c. McClellan High School
 - d. Cyril Spinelli Elementary School
 - e. Arthur S. Dudley Elementary School
 - f. North Country Elementary School
 - g. Oak Hill Elementary School

**OPERATION SAFE SCHOOLS
M.O.U. BETWEEN SHERIFF'S
DEPARTMENT AND C.U.S.D.**

- C. Safe School Officers are responsible for identified critical incidents which occur on campus during school hours. These incidents have been recognized as being disruptive and may endanger students and staff within the schools.
 - 1. Assaults on students or staff on campus.
 - 2. Intruders on campus who are disrupting the school environment.
 - 3. Gang activities on campus.
 - 4. Illegal substance abuse on campus.
- D. All other calls for service which occur on campus or involve students of the district will be referred by the schools to the Sacramento Sheriff's Communications Unit for dispatch to on-duty Sheriff's personnel.
- E. Safe School Officers, while on Safe Schools Patrol, will only be used for non-related school calls at the direction of a Sheriff's Field Supervisor or a Safe Schools Program Administrator.

OPERATION SAFE SCHOOLS
M.O.U. BETWEEN SHERIFF'S •
DEPARTMENT AND C.U.S.D.



IV. PROGRAM OBJECTIVES

- A. The primary object is to provide immediate response to any school emergency or critical incident that occurs within the designated school campuses of the School District. As such, it shall be the primary responsibility of the School Officer to remain in service, and seek assistance from regular field units in on-going investigations, bookings, and lengthy reporting cases.
- B. The secondary objective is to exemplify pro-active law enforcement involvement with presentations on drug and gang awareness and law enforcement career opportunities.
- C. Deputies will establish a positive police presence with staff and students. Enforcement of violations that occur in the presence of Deputies will be handled in accordance with Sheriff's Department policies and procedures.
- D. To provide a highly visible patrol service that could deter activity that would be disruptive to the school environment of the designated school campuses.

V. Control and Supervision

- A. Safe School Officers will remain within the control of the Sacramento Sheriff's Department who will ultimately decide the direction of the Safe School Program.

**OPERATION-SAFE SCHOOLS
M.O.U. BETWEEN SHERIFF'S
DEPARTMENT AND C.U.S.D.**

- B. The Sheriff's Department Safe Schools Program Administrator will be under the direct control of the Chief of Patrol Services or his designee.
- C. Safe School Officers will have indirect supervision from the Department's Safe School Administrator who has ultimate responsibility of all Safe School Officers while they are on assigned Safe School duties.
 1. While on duty Safe School Officers will be directly supervised by:
 - a. Designated Team Leader (if applicable)
 - b. Patrol Field Supervisor

VI. EXCLUSIONARY CLAUSE

A. Sacramento County Sheriff's Officers performing services related to the Memorandum of Understanding shall not be considered agents or employees of Center Unified School District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of performing such services.

B. Notwithstanding Paragraph V of the Memorandum of Understanding, the Sacramento County Sheriff's Officers performing services related to the Memorandum of Understanding shall be subject to the control or direction of Center Unified School District merely as to the designation of tasks to be performed, and results to be accomplished by the services thereunder, and not as to the means and methods for accomplishing the results.

C. Sacramento County Sheriff's Officers performing services related to the Memorandum of Understanding are not employees of Center Unified School District for federal or state tax purposes, or for any other purpose. The District shall have no obligation to withhold any payroll taxes from compensation paid to

**OPERATION SAFE SCHOOLS
M.O.U. BETWEEN SHERIFF'S
DEPARTMENT AND C.U.S.D.**

Sacramento County Sheriff's Officers performing services related to the Memorandum of Understanding. The Sacramento County Sheriff's Officers performing services related to the Memorandum of Understanding shall be solely responsible for payment of any tax liability.

D. The Center Unified School District assumes no liability for workers' compensation, nor liability for loss, damage or injury to persons or property during or relating to the performance of services by Sacramento County Sheriff's Officers related to the Memorandum of Understanding. Such Sheriff's Officers shall be covered under the Sacramento County Sheriff's Department's workers' compensation and liability insurance programs.

E. Any further changes to the terms and conditions of the Memorandum of Understanding shall be made only in writing executed by both parties.

**OPERATION SAFE SCHOOLS
M.O.U. BETWEEN SHERIFF'S
DEPARTMENT AND C.U.S.D.**

DURATION OF UNDERSTANDING

This Memorandum of Understanding shall begin on July 1, 1998, and remain in effect until such time as either party terminates it by providing thirty (30) days prior written notice to the other party. However, the terms may be changed or updated, as needed, upon agreement of both parties.

Lou Blanas
Lou Blanas, Undersheriff
Sacramento Sheriff's Dept

Rex Fortune
Rex Fortune, Superintendent
Center Unified School District

Date 8/21/98

Date 9-22-98

First Amendment to Agreement Between The
Sacramento County Sheriff's Department
And
Center Unified School District

The Sheriff's Department, authorized by Board of Supervisors Resolution 98-0992, and Center Unified School District entered into an agreement for the Operation of a SAFE SCHOOLS program beginning July 1, 1998. That agreement is modified as follows:

III. TERMS AND CONDITIONS

A.

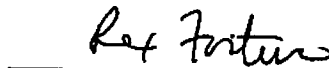
2. One marked patrol vehicle to be used by these selected Deputies. The School District will lease the vehicle from the Sheriff's Department. The cost for the lease of this vehicle is 37 cents per mile, plus a fixed rate of \$300 for the vehicle per month.

All other terms and conditions, and/or provisions of the agreement remain unchanged and in full force and effect.



Lou Blanas, Sheriff
Sacramento Sheriff Department

Date 8/29/01



Dr. Rex Fortune, Superintendent
Center Unified School District

Date 9-25-01

Twin Rivers Police Department

Pros

1. SRO at Center High School (school year and summer school sessions)
2. All schools in District serviced by SRO (when not engaged at CHS)
3. 24-hour video surveillance
4. Part of regular vehicle patrol 365 days a year
5. Gang and Drug units
6. Staff development programs offered
7. Youth groups supported (anti-gang and anti-drug)
8. Direct connection to Sac County Sheriff, if necessary
9. Alarm monitoring capabilities – saves district \$12,000, there may be costs
10. Maintenance & Operations Security Calls savings - \$10,000

Cons

1. Expense (for full-service, approximately \$50,000 more than Safe Schools program)
2. No historical relationship