

CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.org

Local Control Accountability Plan Goals:

1. CJUSD Students will be challenged and supported to achieve academic success in a clean, safe environment
2. CJUSD students will be College and Career ready
3. CJUSD students and families will be engaged and informed regarding the educational process and opportunities

BOARD OF TRUSTEES REGULAR MEETING

**District Board Room, Room 503
Wilson C. Riles Middle School
4747 PFE Road, Roseville, CA 95747**

Wednesday, August 17, 2016 - 6:00 p.m.

STATUS

- | | |
|--|-------------|
| I. CALL TO ORDER & ROLL CALL - 5:30 p.m. | |
| II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION | |
| 1. Public Employee Discipline/Dismissal/ Release | |
| 2. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C.§54957) | |
| III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION | |
| IV. CLOSED SESSION - 5:30 p.m. | |
| 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 |
| IX. ORGANIZATION REPORTS (3 minutes each) | Info |
| 1. CUTA - Venessa Mason, President | |
| 2. CSEA - Marie Huggins, President | |

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.

	X. REPORTS/PRESENTATIONS <i>(8 minutes each)</i>	Info
Student Services	1. Williams Uniform Complaint Quarterly Reporting - David Grimes	
	XI. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA	Public Comments Invited
	<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> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 54954.2. 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>	
	XII. BOARD / SUPERINTENDENT REPORTS <i>(10 minutes)</i>	Info
	XIII. CONSENT AGENDA <i>(5 minutes)</i>	Action
	<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>	
Governance	1. Approve Adoption of Minutes from June 8, 2016 Regular Meeting	
↓	2. Approve Adoption of Minutes from June 30, 2016 Special Meeting	
↓	3. Ratify 2016-2017 Legal Services Agreement and Fees - Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law	
Personnel	4. Approve Classified Personnel Transactions	
↓	5. Approve Certificated Personnel Transactions	
↓	6. Approve Employment Agreement Amendment - Superintendent	
↓	7. Approve Resolution #1/2016-17: Authorization to Teach Industrial and Technology Education	
↓	8. Approve Resolution #2/2016-17: Authorization to Teach English Electives	
↓	9. Approve Mutually Agreed Upon Items between CJUSD and CSEA:	
	a. MOU (regarding conclusion of Appendix J)	
	b. Article XIX-Wages (new language regarding classified stipends)	
Special Ed	10. Ratify 2015/2016 Individual Service Agreements:	
	2015/16-272-316, 319 Bright Futures	
	2015/16-317-318 CTEC	
	2015/16-320 Guiding Hands	
	2015/16-321 Placer Learning Center	
↓	11. Ratify 2016/2017 Master Contracts:	
	Aldar Academy	
	American River Speech	
	Bright Futures Therapy	
	C.C.H.A.T. Center	
	C.T.E.C.	
	Capitol Academy	
	Capitol Autism	
	Capitol Elementary	
	Easter Seal Society of CA	
	Guiding Hands School	
	Jabbergym	
	Placer Learning Center	
↓	12. Ratify 2016/2017 Individual Service Agreements:	
	2016/17-01-03 Aldar Academy	
	2016/17-04-56 American River Speech	
	2016/17-57-168 Bright Futures Therapy	
	2016/17-169-171 C.C.H.A.T. Center	
	2016/17-172 C.T.E.C.	
	2016/17-173 Capitol Academy	
	2016/17-174 Capitol Autism	
	2016/17-175 Capitol Elementary	

- | | | | |
|------------------|---|-----------------|--|
| | | 2016/17-176-184 | Easter Seal Society of CA |
| | | 2016/17-185 | Guiding Hands School |
| | | 2016/17-186 | Jabbergym |
| | | 2016/17-187-190 | Placer Learning Center |
| Student Services | ↓ | 13. | Approve Center JUSD Employees Certified for Expulsion Hearings |
| | ↓ | 14. | Approve Professional Service Agreement: Gary Henderson, MFT |
| Curr & Instr | ↓ | 15. | Approve Professional Service Agreement: Eaton Interpreting Services, Inc. |
| | ↓ | 16. | Approve Professional Service Agreement: Carmazzi Global Solutions |
| | ↓ | 17. | Approve Surplus Books to be Recycled/Discarded |
| | ↓ | 18. | Approve CJUSD Voting Designees for the Capital Adult Education Regional Consortium |
| | ↓ | 19. | Ratify Work Force Investment & Opportunity Act Memorandum of Understanding |
| | ↓ | 20. | Ratify Memorandum of Understanding #16-B-CJ between Sacramento County Office of Education (SCOE) and CJUSD in Regards to the Capital Adult Education Regional Consortium (CAERC) |
| | ↓ | 21. | Approve Professional Services Agreement: Camfel Productions |
| Facilities & Op. | ↓ | 22. | Approve Professional Service Agreement: Renee M. Plummer |
| | ↓ | 23. | Ratify Two Year Ground Lease for Sunrise Park and Recreation District for Day Care at Oak Hill Elementary School |
| | ↓ | 24. | Ratify Amendment No. 10 to Five Year Agreement with Child Development Centers |
| | ↓ | 25. | Approve Disposal of Surplus Equipment:
1991 Dodge Pickup, VIN# 1B7KE36Z1MS354637, Plate# 1020115 |
| Business | ↓ | 26. | Approve Payroll Orders: July 2015 - June 2016 |
| | ↓ | 27. | Approve Payroll Orders: July 2016 |
| | ↓ | 28. | Approve Supplemental Agenda (Vendor Warrants): June 2016 |
| | ↓ | 29. | Approve Supplemental Agenda (Vendor Warrants): July 2016 |

XIV. BUSINESS ITEMS

- | | | | |
|------------|-----------|--|--------|
| Governance | A. | <u>Local Control and Accountability Plan (LCAP)</u> | Action |
| | | In consultation with SCOE, we made a few minor changes to the document. No funds or goals were changed with these revisions. | |

XV. ADVANCE PLANNING Info

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, September 21, 2016 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items:*

XVI. CONTINUATION OF CLOSED SESSION (Item IV) Action

XVII. ADJOURNMENT Action

CJUSD Mission:

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.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Student Services

Date: August 17, 2016

To: Board of Trustees

Action Item

Information Item X

Attached Pages 1

From: David Grimes, Director of Personnel/Student Services

Initials: D.G.

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.

Below is a summary of our Williams UCP complaints and will serve as our documentation to meet the reporting requirements of the Williams lawsuit. The attached data will be submitted to SCOE through an online process.

RECOMMENDATION: Informational Item

Agenda Item Number _____

CENTER JOINT UNIFIED SCHOOL DISTRICT
SUMMARY OF WILLIAMS UCP COMPLAINTS-
April – June 2016

Areas of Complaints	# of Complaints	# Resolved	# Unresolved
Sufficiency Of Textbooks	0	0	0
Facilities Issues	0	0	0
Vacancy or Misassignment of Teachers	0	0	0
CAHSEE	0	0	0

From: Cyndi Kroeck
Sent: Thursday, July 14, 2016 10:54 AM
To: davidgrimes@centerusd.org
Subject: Williams UCP Form Submission

Thank you for your submission, Mr. Grimes!
Cyndi

Cyndi Kroeck
Executive Assistant to Assistant Superintendent Mark Vigario
Office: 916.228.2672 | Fax: 916.228.2403
Email: ckroeck@scoe.net | Web: www.scoe.net

Timestamp :: 7/13/2016 16:04:31

Name :: David Grimes

Job Title :: Personnel/Student Svcs Director

Phone Number :: 916-338-6320

E-mail Address :: davidgrimes@centerusd.org

School District :: Center Unified School District

Year Covered by This Report :: 16

Quarter Covered by This Report :: Quarter 4 (April-June)

Number of Textbook Complaints :: 0

Number of Textbook Complaints Resolved :: 0

Number of Textbook Complaints Unresolved :: 0

Number of Emergency Facilities Complaints :: 0

Number of Emergency Facilities Complaints Resolved :: 0

Number of Emergency Facilities Complaints Unresolved :: 0

Number of Vacancy/Misassignment Complaints :: 0

Number of Vacancy/Misassignment Complaints Resolved :: 0

Number of Vacancy/Misassignment Complaints Unresolved :: 0

Includes All UCP Complaints :: This report includes *ALL* UCP complaints in the above categories for the reported quarter—both at my district office

and all school sites in my district.

Briefly summarize the nature of complaints and how they were resolved. ::
no complaints

Center Joint Unified School District

Dept./Site: Superintendent's Office	AGENDA REQUEST FOR:
To: Board of Trustees	Action Item <u> X </u>
Date: August 17, 2016	Information Item <u> </u>
From: Scott A. Loehr, Superintendent	#Attached Pages <u> </u>
Principal's Initials: <u> </u>	

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

June 8, 2016 Regular Meeting

RECOMMENDATION: The CJUSD Board of Trustees approve the presented minutes.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING

District Board Room, Room 503

Wilson C. Riles Middle School

4747 PFE Road, Roseville, CA 95747

Wednesday, June 8, 2016

MINUTES

OPEN SESSION - CALL TO ORDER - President Pope called the meeting to order at 5:00 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Hunt, Mrs. Kelley, Mrs. Pope,
Mr. Wilson

Administrators Present: Scott Loehr, Superintendent
Craig Deason, Assist. Supt., Operations & Facilities
Jeanne Bess, Director of Fiscal Services
David Grimes, Director of Personnel/Student Services

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Public Employee Performance Evaluation (Certificated) Superintendent (G.C.§54957)
2. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)
3. Student Expulsions/Readmissions (G.C. §54962)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

CLOSED SESSION - 5:00 p.m.

OPEN SESSION - CALL TO ORDER – 6:04 p.m.

FLAG SALUTE - led by Mr. & Mrs. Allaman

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION – the Board met in Closed Session and no action was taken. During Open Session, the following action was taken:

ADOPTION OF AGENDA - There was a motion to approve the adoption of the agenda as amended: Business Item G is a discussion item only, and pull Consent Agenda Items #1, #6, and #7 for separate consideration.

Motion: Anderson

Vote: General Consent

Second: Kelley

ORGANIZATION REPORTS

1. CUTA - Venessa Mason, President, was not available to report. Amy Chaney noted that Venessa Mason and Heather Woods are both out of town so she has stepped in to represent CUTA. She acknowledged Mr. Allaman on behalf of CUTA. She thanked the Board and district for the vacation time and noted that they will see them in August.
2. CSEA - Marie Huggins, President, noted that there was nothing to report.

Trustee Pope thanked Mrs. Huggins for her positive influence within the district and for having a great communication with Mr. Loehr and the positivity between the two of them.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA –

Marc Allaman, teacher at CHS, thanked the board for renewing his contract for 33 years and for the wonderful experience. He thanked Mr. Loehr for his outstanding leadership and Mr. Jordan as well. He also thanked Jeanne Bess, Carol Hunt, Craig Deason, and David Grimes for doing a great job helping run a great district. He thanked the district for the opportunity to work with great professionals - at the district level, the board level, the staff level; its been a good ride. Trustee Pope thanked Mr. Allaman. Trustee Anderson noted that he is going to be missed. She noted that he has been a positive presence and always been a ray of sunshine when she has been around. Trustee Wilson noted that he would want to invite him back. He noted that there are only 2 teachers left that were there when Trustee Wilson attended Center High School. Trustee Hunt thanked Mr. Allaman for being one of those core people that built Center High School long, long ago. He noted that Mr. Allaman's high moral standards and personality have added so much to the school and district.

BOARD/SUPERINTENDENT REPORTS

Mrs. Kelley

- noted that graduations were awesome this year.

Mr. Wilson

- noted that he liked the graduations.

- noted that Jeanne Bess' retiring is a huge loss to this district. He noted that he doesn't care whom we get to replace her, maybe his feelings will change, and maybe we will find somebody of her quality and caliber. He noted that she has made him feel so comfortable in his position. Over the last few years he has been able to come to her office to discuss line items in the budget. She has been someone that he could trust that could build a budget that's going to do this district well. He apologized for not telling her more in the past, but noted that there is no one he would want in this position but her. He noted that he knows he can trust her. He felt comfortable to approve a budget based on her word because he has sat down with her to discuss it. He knows the work that she has put into it. He noted that we don't have a candidate yet so this is not against anyone in particular, but nowadays people are so lazy he doesn't trust anybody else to do the job that she has done. He noted that he will miss her dearly.

Jeanne Bess thanked him; noting that it's like putting the "cherry on top" of her retirement.

Mrs. Anderson

- watched the high school graduation online.

- noted that in the past, a lot of the district problems evolved around the budget and feeling like they were being lied to. She noted that Jeanne has done a good job from day one in that position.

Mrs. Kelley

- noted that this district has a great reputation as a result of Jeanne's honesty and integrity.

Mrs. Pope

- noted that the auditors had wonderful things to say about Jeanne Bess.

- attended McClellan High School's Senior dinner.

- wished everyone a happy summer.

Mr. Hunt – had nothing to report.

BOARD/SUPERINTENDENT REPORTS (continued)

Mr. Loehr

- noted that the gym at CHS is being repainted, they are redoing the floors, getting 2 new score boards, etc.
- noted that three new televisions have been installed in the theater.
- wished everyone a happy summer.

CONSENT AGENDA

1. *This item was pulled for separate consideration.*
2. Approved Adoption of Minutes from June 1, 2016 Special Meeting
3. Approved 2016-2017 Board Meeting Schedule
4. Approved 2016-17 Legal Services - Lozano Smith, Attorneys at Law
5. Approved Resolution #17/2015-16: Delegation of Contracting Powers to the Superintendent
6. *This item was pulled for separate consideration.*
7. *This item was pulled for separate consideration.*
8. Approved Certificated Personnel Transactions
9. Approved Classified Personnel Transactions
10. Approved Declaration of Hard to Fill Positions
11. Approved Memorandum of Understanding Between Sacramento County Office of Education (SCOE), Sly Park Environmental Education Center and Center Joint Unified School District for Participation in the Sly Park Environmental Education Program
12. Approved Targeted Assistance Title One Plan for McClellan High School
13. Approved Agreement for Maintenance/License Agreement with Discovery Education, Inc. for All Sites (excluding charters)
14. Approved Deferred Maintenance Program
15. Approved Agreement for Participation in the Center Joint Unified School District School-Age Child Care
16. Approved Resolution #16/2015-16: Child Development Contract Approval
17. Approved Payroll Orders: July 2015 - May 2016
18. Approved Supplemental Agenda (Vendor Warrants): May 2016

Motion: Wilson
Second: Kelley

Vote: General Consent

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

1. Approved Adoption of Minutes from May 18, 2016 Regular Meeting

Motion: Wilson
Second: Kelley

Ayes: Hunt, Kelley, Pope
Noes: None
Abstain: Anderson, Wilson

6. Approved Resolution #18/2015-16: Resolution On Board compensation For Missed Meeting

Motion: Kelley
Second: Hunt

Ayes: Anderson, Hunt, Kelley, Pope
Noes: None
Abstain: Wilson

BUSINESS ITEMS (continued)

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION (continued)

7. Approved Resolution #19/2015-16: Resolution On Board compensation For Missed Meeting

Motion: Kelley
Second: Wilson

Ayes: Hunt, Kelley, Pope, Wilson
Noes: None
Abstain: Anderson

BUSINESS ITEMS

A. APPROVED - Global Youth Charter School Charter Renewal

Motion: Wilson
Second: Hunt

Ayes: Anderson, Hunt, Pope, Wilson
Noes: Kelley

Trustee Kelley noted that she has nothing against Global Youth Charter School. She believes they provide a great service for the students in this district, but she is philosophically opposed to charter schools which not only nurture and encourage, but allow a inequitable method of providing an education.

B. APPROVED - Renewal of the Memorandum of Understanding Between Global Youth Charter School and Center Joint Unified School District

Motion: Wilson
Second: Anderson

Ayes: Anderson, Hunt, Pope, Wilson
Noes: Kelley

C. APPROVED - 2016-2017 Local Control and Accountability Plan (LCAP) and Annual Update

Trustee Kelley thanked those who worked on the LCAP; good job.

Motion: Anderson
Second: Kelley

Vote: General Consent

D. APPROVED - 2016-2017 Local Control and Accountability Plan (LCAP) and Annual Update - Global Youth Charter School

Motion: Anderson
Second: Wilson

Ayes: Anderson, Hunt, Pope, Wilson
Noes: Kelley

E. APPROVED - 2016/17 Budget

Motion: Kelley
Second: Anderson

Vote: General Consent

- F. **APPROVED - Resolution # 20/2015-16: Resolution of the Board of Trustees of Center Joint Unified School District Authorizing the Issuance and Sale of its General Obligation Refunding Bonds, Series 2016 in an Aggregate Principal Amount Not to Exceed \$30,000,000, including Bonds Subject to the Compounding of Interest, and Approving Certain Other Matters Relating to the Bonds**

There was a motion to bring it to the floor.

Motion: Anderson
Second: Hunt

Khushroo Gheyara, from CFW, gave a recap of the Outstanding Bonds, Current Bond Market Conditions, Proposed Issuance Overview, Proposed Issuance Summary, and the Proposed Next Steps.

Ayes: Anderson, Hunt, Kelley, Pope, Wilson
Noes: None

- G. **Resolution # 21/2015-16: Resolution of the Board of Trustees of Center Joint Unified School District Authorizing the Issuance and Sale of its General Obligation Bonds, Election of 1991, Series 2016E in an Aggregate Principal Amount Not to Exceed \$5,000,000, including Bonds Subject to the Compounding of Interest, and Approving Certain Other Matters Relating to the Bonds**

This was a discussion item only. It was recommended that there be a meeting to possibly vote on another Bond Sale later this month. The Board decided on Wednesday, June 29, 2016 at 6:00 p.m.

ADVANCE PLANNING

- a. *Future Meeting Dates:*
- i. *Special Meeting: Wednesday, June 29, 2016 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
 - ii. *Regular Meeting: Wednesday, August 17, 2016 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items:*

CONTINUATION OF CLOSED SESSION – 7:55 p.m.

RETURN TO OPEN SESSION – 8:23 p.m.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION – the Board met in Closed Session and no action was taken.

ADJOURNMENT – 8:25 p.m.

Motion: Anderson
Second: Kelley

Vote: General Consent

Respectfully submitted,

Scott A. Loehr, Superintendent
Secretary to the Board of Trustees

Nancy Anderson, Clerk
Board of Trustees

Adoption Date

Center Joint Unified School District

Dept./Site: Superintendent's Office	AGENDA REQUEST FOR:
To: Board of Trustees	Action Item <u> X </u>
Date: August 17, 2016	Information Item <u> </u>
From: Scott A. Loehr, Superintendent	#Attached Pages <u> </u>
Principal's Initials: <u> </u>	

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

June 30, 2016 Special Meeting

RECOMMENDATION: The CJUSD Board of Trustees approve the presented minutes.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES SPECIAL MEETING

**District Office - Room 5
8408 Watt Avenue, Antelope, CA 95843**

Thursday, June 30, 2016

MINUTES

OPEN SESSION - CALL TO ORDER - President Pope called the meeting to order at 5:30 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Hunt, Mrs. Kelley, Mrs. Pope, Mr. Wilson

Administrators Present: Scott Loehr, Superintendent
Craig Deason, Assist. Supt., Operations & Facilities

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Public Employee Performance Evaluation (Certificated) Superintendent (G.C.§54957)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

CLOSED SESSION - 5:30 p.m.

OPEN SESSION - CALL TO ORDER - 6:14 p.m.

FLAG SALUTE - led by Craig Deason

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

1. Public Employee Performance Evaluation (Certificated) Superintendent (G.C.§54957)
It was announced during open session that the Superintendent received a satisfactory evaluation.

ADOPTION OF AGENDA

There was a motion to approve the adoption of the agenda as presented.

Motion: Wilson

Vote: General Consent

Second: Kelley

COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA - None

BUSINESS ITEMS

- A. APPROVED - Resolution # 22/15-16: Resolution of the Board of Trustees of Center Joint Unified School District Approving Certain Documents and Authorizing Certain Actions in Connection with the Issuance and Sale of the District's General Obligation Refunding Bonds, Series 2016**

Motion: Wilson
Second: Kelley

Ayes: Anderson, Hunt, Kelley, Pope, Wilson
Noes: None
Abstain: None

- B. APPROVED - Resolution # 21/15-16: Resolution of the Board of Trustees of Center Joint Unified School District Authorizing the Issuance and Sale of its General Obligation Bonds, Election of 1991, Series 2016E in an Aggregate Principal Amount Not to Exceed \$5,000,000, Including Bonds Subject to the Compounding of Interest and Approving Certain Other Matters Relating to the Bonds**

Motion: Wilson
Second: Kelley

Ayes: Anderson, Hunt, Kelley, Pope, Wilson
Noes: None
Abstain: None

- C. APPROVED - Engagement for Bond Counsel Services - Nixon Peabody LLP**

Motion: Kelley
Second: Hunt

Ayes: Anderson, Hunt, Kelley, Pope, Wilson
Noes: None
Abstain: None

- D. APPROVED - Agreement with CPM for Facility Needs Assessment and Implementation Planning Services for Modernization Projects**

Motion: Kelley
Second: Hunt

Ayes: Anderson, Hunt, Kelley, Pope, Wilson
Noes: None
Abstain: None

ADVANCE PLANNING

- a. Future Meeting Dates:**

i. Regular Meeting: Wednesday, August 17, 2016 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747

- b. Suggested Agenda Items:**

ADJOURNMENT – 6:42 p.m.

Motion: Kelley
Second: Hunt

Vote: General Consent

Respectfully submitted,

Scott A. Loehr, Superintendent
Secretary to the Board of Trustees

Nancy Anderson, Clerk
Board of Trustees

Adoption Date

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: August 17, 2016		# Attached Pages <u> 6 </u>
From: Scott A. Loehr, Superintendent		
Principal/Administrator Initials: _____		

SUBJECT: 2016-2017 Legal Services Agreement and Fees - Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law

Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law are increasing their legal services fees and have updated the legal services agreement for the 2016-17 school year effective July 1, 2016.

RECOMMENDATION: CJUSD Board of Trustees ratify the 2016-2017 Legal Services Fees with Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law.

CONSENT AGENDA

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, CENTER JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$280.00
Partners/Senior Counsel	\$265.00
Senior Associates	\$250.00
Associates	\$240.00
Non-Legal Consultants	\$200.00
Electronic Technology Litigation Specialist	\$190.00
Senior Paralegals/Law Clerks	\$185.00
Paralegals/Legal Assistants	\$175.00

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$4,500
A half day of training (up to 4 hours)	\$3,000
A two hour training	\$2,500
A one hour training	\$1,750

The Law Firm may modify legal services rates effective July 1st of any year by providing at least thirty (30) days' written notice to District; however, should District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement,

will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour)

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs

advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

V. DURATION

This Agreement shall commence on July 1, 2016 and shall thereafter continue until work is completed or the Agreement is modified in writing by agreement between the Law Firm and the District.

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Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

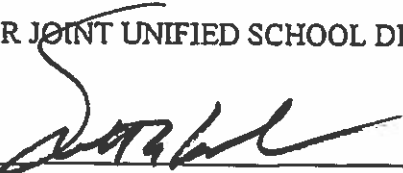
Dated: 5-27-16

By: 
Scott K. Holbrook

"District"

CENTER JOINT UNIFIED SCHOOL DISTRICT

Dated: 5/23/16

By: 
Scott A. Loehr
Superintendent

Center Joint Unified School District

		AGENDA REQUEST FOR:	
Dept./Site:	Personnel Department	Action Item	X
Date:	August 17, 2016	Information Item	-
To:	Board of Trustees	# Attached Pages	1
From:	David Grimes, Director of Personnel and Student Services		

Subject: Classified Personnel Transactions

Retirement

Junella Barnes, Cafeteria Lead
Jeanne Bess, Director of Fiscal Services

Resignation

Dena Alejandro, Cafeteria Worker
Bridgette Swilling-Ferguson, Dispatch/Relief Driver
Kimberly Rogers, Staff Secretary

Promotion

Phensri Palavivatana, Lead Custodian
April Bishop, CalPads Data Technician
Katie Johnson, Transition Partnership Program Assistant

New Hire

Bonny Powell, Custodian
Tammy Salinas, School Secretary
Sonja Crosier, Instructional Specialist PH/Autism
Jose Orellano, Instructional Specialist PH/Autism
Lisa Van Ness-Coronado, Director of Fiscal Services

Recommendation: Approve Classified Personnel Transactions as Submitted

CONSENT AGENDA

