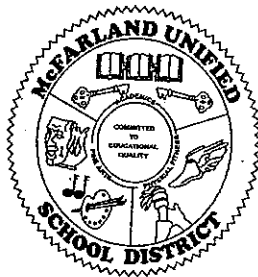


McFARLAND UNIFIED SCHOOL DISTRICT

Board of Trustees

Marin Ortega, Jr.
David Arguello
Kaye Breyer
Rey DeLeon
Marlin Isaacs



Gabriel McCurtis
Superintendent

REGULAR MEETING March 10, 2009

BOARD MEETING PLACE
McFarland High School Multi-Purpose Room
259 Sherwood Avenue
McFarland, CA

Convene and Adjourn to Closed Session – 4:00 p.m.
Reconvene to Regular Session – 6:00 p.m.

- I. **Call to Order**
- II. **Open Session**
- III. **Roll Call and Establishment of Quorum**
- IV. **Pledge of Allegiance**
- V. **Invocation**
- VI. **Recognition of Staff/Students**
 - A. 5 Year Employees
- VII. **Public Communication**

The public may address the Board concerning items that are scheduled for discussion during closed session only by completing the Community Input Request Form provided on the table at the entrance to the meeting room and submitting the form to the Executive Assistant prior to the Board adjourning to closed session.

- VIII. **Closed Session**
 - A. Public Employee Discipline, Dismissal/Release {G. C. 54957}
 - B. Conference with Labor Negotiator (G.C. 54957.6)
 - Employee Organizations: MTA and CSEA
 - Labor Negotiator: Kim McManaman

McFarland Unified School District
601 Second Street
McFarland, CA 93250

Agenda – March 10, 2009
Page 1

(661) 792-3081
www.mcfarlandusd.com

C. Student Expulsion/Readmittance

1. Student #0809-23 – MMS – Expulsion recommendation
2. Student #0809-24 – MMS – Expulsion recommendation
3. Student #0809-25 – MHS – Expulsion recommendation
4. Student #0809-26 – MHS – Expulsion recommendation
5. Student #0809-27 – MHS – Expulsion recommendation
6. Student #0809-28 – MHS – Expulsion recommendation
7. Student #0809-29 – MHS – Expulsion recommendation
8. Student #0809-30 – MHS – Expulsion recommendation
9. Student #0809-02 – MMS – Readmittance

IX. Open Session

X. Report of Closed Session

XI. Action Items

A. Revision and Approval of Agenda of March 10, 2009

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

B. Approval of Minutes of February 10, 2009 (Regular Meeting) & February 19, 2009 & February 25, 2009 (Special Meetings).

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

C. Consent Agenda

1. Approval of Warrant Registers
2. Approval of Interdistrict Agreements
3. Request to Reapply for Allocation Funds from the California Department of Education for continued participation in the Community-Based English Tutoring
4. Approval of Student Teaching Contract with Fresno Pacific University
5. Approval of Agreement for Speech Pathologist Services
6. Approval of Contract with the Office of Administrative Hearings for services on the Certificated Reduction in Force Hearing.

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

XII. Information and Proposals

A. Community Input

The public may address the Board regarding general school district matters. This is an opportunity for any member of the public to address the Board on matters pertaining to the school district that are not listed on the agenda. For items on the Agenda, the public will have an opportunity to address the Board when that item is acted upon. Unless otherwise determined by the Board, each person is limited to 3 (three) minutes. If a large number wish to speak on a specific item, there is a limit of 20 minutes total input on any item.

B. Superintendent's Report

The Superintendent will report to the Board about various matters involving the District.

1. Attendance Report
2. Correspondence – CSBA Delegate Election

C. Board Member Reports & Student Board Member Reports

This is an opportunity for board members to report on conferences, workshops and other school/school board meetings attended as well as provide recognition/information about the schools. It is also an opportunity to calendar a conference, workshop, and/or meeting for future attendance.

D. Reports

1. DAIT
2. Reading First
3. McFarland Teachers Association
4. California School Employees Association

E. Presentations

1. Schools Legal Service – Grant Herndon

XIII. Action Items (cont'd)

XIV. Old Business

- A. None

XV. New Business

- A. Personnel Register

The personnel register is listed as one item. The Board can approve the entire register in one vote or can approve each employment, resignation, transfer, reassignment, etc., individually. If the Board has any questions regarding a particular item on the register, the item can be modified to follow Closed Session. This will allow the Board to discuss that item in Closed Session before making a decision.

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

- B. Approval of 2009-2010 School Calendar

The 2009-2010 school calendar has been reviewed and is ready for approval.

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

C. Approval of the MHS Single Plan for Student Achievement.

Ed. Code requires the Board of Education to review and approve each site's Single plan for Student Achievement on an annual basis. Changes and additions from the 2008-2009 Single Plan for Student Achievement are noted. Approval is requested.

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

D. Approval of 2nd Interim Report – Fiscal Year 2008-2009

The District has completed the second Interim Report. Based on specific assumptions, the District is able to meet its financial obligations in the current year and two subsequent years. Staff recommends the Board approve the 2nd Interim Report and accept the report as the revised 08-09 budget. Approval is requested.

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

E. Public Hearing

A public hearing is being held to seek input and take testimony from the public in regards to categorical fund transfers and uses in accordance with SBX3 4 (Chapter 12/2009). The education finance trailer bill, SBX3 4 (Chapter 12/2009) provides in Education Code Section 42605(c)(2) that the governing board "at a regularly scheduled open public hearing shall take testimony from the public, discuss, and approve or disapprove the proposed use of funding." Accordingly, staff is requesting that the Board of Education hold a public hearing and seek input and testimony from the public in regards to the proposed transfer and use of funds listed in attachment 1.

F. Approval of 2007-2008 Ending Fund Balance Flexibility

The enacted state budget authorizes school districts to transfer 2007/08 Tier III categorical ending fund balances that accrued as of June 30, 2008 for any educational purpose in either 2008-2009 or 2009-2010 to the general fund (RS 01-0000). The exceptions to this transfer authority include the following programs: California High School Exit Exam (CAHSEE) Intensive Intervention Economic Impact Aid (EIA) Home to School Transportation Instructional Materials Quality Education Investment Act (QEIA) Special Education Targeted Instructional Improvement Grant (TIIG). It is our understanding that CDE will allow districts to use Object 8997 for the purpose of ending fund balance shifts and Object 8998 for the purpose of the Tier III transfers. In accordance with SBX3 4 (Chapter 12/2009), the Governing Board of McFarland Unified School District has held a public hearing to seek input and take testimony from the public in regard to proposed transfer of certain categorical funds as presented on Attachment 1. Staff recommends that the Board of Education approve the transfers as proposed. Approval is requested.

- G. Approval of Resolution #0809-09 Authorizing Inter-fund Borrowing between Funds in an Amount not to exceed \$8,000,000.

In reviewing the new deferrals of the principal apportionment, staff is forecasting a potential cash shortage of at least 2M in the general fund. Because the State is pushing back cash payments until July 2009, there will not be enough cash on hand in the general fund to cover our liabilities until our next apportionment. Staff is requesting authorization to borrow cash from other funds to cover general fund expenses. Once the apportionment is received, the temporary loans will be paid back to the respective funds. Approval is requested.

XVI. Advance Planning

A. Future Meeting Dates

1. Regular Board Meeting – April 21, 2009 at 4:00 p.m. at MHS
2. Board Study Session – March 26, 2009 at 3:00 p.m. at District Office

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

XVII. Adjournment

Motion _____ Second _____ Ayes _____ Nays _____ Abstain _____

McFarland Unified School District

March 10, 2009

5-Year Employee Recognition

Maria Avelar

Janie Becerra

Lynn Campbell

Dario Diaz

Juan Ramon Gonzalez

Ruben Maldonado

Gerard Perreault

Adan Robles

Susie Robles

Javier Ruiz-Arreygui

Johnny Samaniego

Martha Valles

Lou DeGracia

Ernesto Diaz

Veronica Duran

Rocio Garcia

Humberto Gonzalez

Erica Hernandez

Fidel Lara

Ramon Vincent Melendez

Martha Rivera

McFARLAND UNIFIED SCHOOL DISTRICT
BOARD MEETING MINUTES
February 10, 2009

The Regular Meeting of the McFarland Unified School District Board of Trustees was held on Tuesday, February 10, 2009, at the McFarland High School Multi-Purpose Room. The meeting was called to order by Board President at 4:04 p.m.

ROLL CALL

Marin Ortega Jr., President
David Arguello, Vice President
Kaye Breyer, Clerk
Rey DeLeon, Member
Marlin Isaacs, Member

Student board member: Jose Jaime

Absent: Ezenia Garza -- Student

Staff Present:

Gabriel McCurtis	Irene Melendez	Maggie Gore
Smith Efada	Kim McManaman	Martin Schmidt
Candi Clark	David Lopez	Margie Perez
Cynthia Virrey	Teresa Arvizu	Raul Murrieta
Albert Melendez	Ty Bryson	Louie Gomez
Rick Sparks	Sandra Espinoza	Lori Schultz
Roberta Burgh	Claudia Rodriguez	Shirley Ritchey
Yolanda Gonzalez	Valerie Garcia	Julie Machado
Jackie Hernandez	Delia Garza	Courtney Lancaster
Melissa Melendez	Ernie Diaz	
Numerous Others		

Community Present:

John Bernard	Nitasha Sawhney	Mark Thompson
Others		

Roll Call and Establishment of Quorum

Pledge of Allegiance

Invocation – Manuel Cantu

Public Communication

Board President asked if there were any public requests to comment regarding the closed session agenda items. There were none.

Closed Session

The board adjourned to Closed Session at 4:06 p.m.

Open Session

The board re-convened to Open Session at 6:05 p.m.

Report of Closed Session

- A. No Action
- B. No Action
- C. No Action
- D. Student Expulsion/Readmittance
 - 1. Student #0809-19 MHS – Motion made by Rey DeLeon, seconded by David Arguello for Expulsion of student #0809-20. Motion carried by a 5-0 vote.
 - 2. Student #0809-20 MHS – Motion made by Marlin Isaacs, seconded by David Arguello to Suspend expulsion with stipulations for student #0809-20. Motion carried by a 5-0 vote.
 - 3. Student #0809-21 MHS – Motion made by Marlin Isaacs, seconded by David Arguello to Suspend expulsion with stipulations for student #0809-21. Motion carried by a 5-0 vote.
 - 4. Student #0809-22 MHS – Motion made by Rey DeLeon, seconded by Kaye Breyer to Suspend expulsion with stipulations for student #0809-22. Motion carried by a 5-0 vote.

Action Items

- A. Revision and Agenda Approval of Agenda of February 10, 2009.

Motion made by David Arguello, seconded by Rey DeLeon, to approve the Agenda of December 18, 2008. Motion carried by a 5-0 vote.

- B. Approval of Minutes of January 13, 2009 (Regular Meeting) & January 22, 2009 (Special Meeting).

Motion made by David Arguello, seconded by Rey DeLeon, to approve the minutes of January 13, 2009, (Regular Meeting) and January 22, 2009 (Special Meeting). Motion carried by a 5 - 0 vote.

- C. Consent Agenda

- 1. Approval of Warrant Registers
- 2. Approval of Interdistrict Agreements
- 3. Consolidated Application Part II – 2008-2009
- 4. LEA Plan Addendum Revision
- 5. Child Development Continued Application Funding – 2009-2010
- 6. Approval of Kern County Substance Abuse Prevention Education
- 7. Approval of MHS Wrestling Team Overnight Trip to Mendota, CA on Feb. 20, 2009
- 8. Approval of FFA Leadership Conference MFE and ALA Overnight Trip to Visalia, CA on Feb. 20 & 21, 2009
- 9. Approval of FFA Leadership Conference State FFA Leadership Conference Overnight Trip to Fresno on April 18-21, 2009.
- 10. Approval of Out-of-State Trip to attend SIOP Coaches Training – March 23-24, 2009.
- 11. Approval of Job Description – Special Education Teacher – Mild/Moderate
- 12. Approval of Job Description – Special Education Teacher – Moderate/Severe

Motion made by David Arguello, seconded by Rey DeLeon to approve the Consent Agenda as presented. Motion carried by a 5-0 vote.

Information and Proposals

Community Input

Rick Sparks requested to speak regarding New Business items B, C & D. Regarding Item B, he had concerns regarding the time frame of the 8th period. Regarding item C, he questioned the expense of the readerboard and regarding item D, he understood that that the class was currently being held.

Superintendent's Report:

Supt McCurtis stated that he and the CBO had been to Sacramento at the Capitol to meet with Jean Fuller and Danny Gilmore. They had discussed the need for a Budget as well as the impact if not approved soon. He had also attended a conference on civil rights minorities. There was much dialog, good dialog in meetings with the assistant to O'Connell, Jean Thomas and had discussed strategies helping minority children. He and Kim McManaman had also attended a PLC meeting at the County Office regarding high dropout rates. There was a real collaboration. He also attended the Superintendent's Symposium. The district is looking at the Budget and Budget cuts.

1. Attendance

Supt. McCurtis stated that the monthly total was 3184 students enrolled for the month. Last month there were 3208 and one year ago there were 3145 students.

He added that the Student Services complex behind Kern Avenue School is just about complete and are awaiting electrical installation as well as carpet installation and would be ready for moving in. Within the next three week should be up and running.

Board Member/Student Board Member Reports

Student Board member Jose Jaime reported that on Tuesday, February 3rd MHS began the 8th period class, February 3-4 sophomores took their high school exit exam, and they had a sports rally and announced the winter sports members. He added that on February 20 they will have their academic awards assembly and on February 21 MHS will have their Winter Formal known as Noche de Gala.

Student Board Member Ezenia Garza – absent

Rey DeLeon – None

Marlin Isaacs stated that he has been trying to visit school sites and meet with department heads. It has been very informative and he is impressed with the teachers. He also mentioned he is the district representative to NKVTC board and had a meeting three weeks ago. The district may have an opportunity to have a Firefighters Program here at MHS. It will be big plus for the district.

Kaye Breyer said she has also been visiting school sites and departments. She stated she is impressed with the teaching going on. She will be attending a workshop for New Board members as well as one on the Brown Act.

David Arguello – none

Marin Ortega also stated that he will also be attending the workshop on the Brown Act in Visalia. He added that he had also attended a conference for Board Presidents where the emphasis was on the importance of Educational student learning and student teaching.

Reports

1. McFarland High School – Martin Schmidt and Lori Schultz gave a report on MHS and some of the topics discussed were:
Professional Development and Early Release Days, Benchmarks and Data Teams, Support Classes, 8th Period Intervention, After School Supplemental Instruction, College Going Culture and a 10th Grade Supplemental Counselor.
2. Browning Road School – Maria Salgado gave a presentation to the board that included board participation as students in a classroom. She gave examples of Engaging Thinking Skills and Engaging Students regarding Think, Write, Pair & Share from the Task Oriented Question Construction Wheel based on Bloom's Taxonomy.
3. Kern Avenue School – Professional Learning Communities – Ty Bryson and staff from Kern Avenue School gave a brief presentation titled "Analyzing data through collaboration to ensure student success." Various teachers presented regarding Professional Learning Communities and how teachers collaborate to share ideas, strategies, and student needs. Also, DATA Teams and RTI (Response to Intervention) were included.
4. MTA – Rick Sparks greeted the board and congratulated the new board members. He reported that on March 2nd Read Across America and Dr. Suess' Birthday will take place at Browning Road and Kern Avenue Schools. If anyone would like to read to the students notify the school. He added that they have negotiations scheduled for tomorrow and he has some concerns regarding the process. Regarding Interest Based Bargaining he has noted that there has not been much interaction within the group. There needs to be more collaboration in problem solving and get refocused. He does understand that there is a problem regarding budget cuts. They would like to keep the cuts as far away from the classroom. He asked that his concerns be taken under consideration and keep open the lines of communication. He added that on March 25th CTA will be having a dinner at the Petroleum Club in Bakersfield and he invited the board members to attend.
5. CSEA – Albert Melendez notified the board members that Rigo Lara was the new CSEA president.

Presentations

1. Atkinson, Andelson, Loya, Ruud & Romo – Mark Thompson from the Law Firm gave a brief presentation regarding the law firm. He stated that the law firm had made some changes and they now had more attorneys and more offices statewide. They are a prominent law firm, a #1 diverse law firm. He stated that they look forward to a renewal of contract with McFarland Unified School District.

Action Items (cont'd)

Discussion

A. School Calendar

Discussion was held regarding the School Calendar for the 2009-2010 school year. It will be brought back to the next regular board meeting for approval.

Old Business

A. Approval of New/Revised Board Policies – Second Reading

Motion made by David Arguello, seconded by Marlin Isaacs to approve the Second Reading of the New/Revised board policies. Motion carried by a 5-0 vote.

New Business

A. Personnel Register

Motion made by David Arguello, seconded by Kaye Breyer, to approve the Personnel Register as presented. Motion carried by a 5-0 vote.

B. McFarland High School requests that the Board approve the following expenditure: \$10,000 from Title I categorical budget to fund the 8th period intervention program.

Motion made by Kaye Breyer, seconded by David Arguello to approve the McFarland High School request for approval of the expenditure: \$10,000 from Title I categorical budget to fund the 8th period intervention program. Motion carried by a 5-0 vote.

C. Approval of McFarland High School expenditures: \$11,367.44 from the Discretionary Block Grant categorical budget to purchase an electronic readerboard from Signtronix and \$12,500 from the Discretionary Block Grant categorical budget to pay for the Magic Mountain reward trip for students who jumped one performance level on the 2008 CST.

Motion made by David Arguello, seconded by Kaye Breyer to approve the MHS expenditures: \$11,367.44 for the electronic readerboard and \$12,500 for the Magic Mountain reward trip for students who jumped one performance level on the 2008 CST. Motion carried by a 4-0 vote.

D. Approval of Five New Courses of Study at McFarland High School: AP Studio Art, AP Government, AP Chemistry, Guitar, and Video Production.

Motion made by David Arguello, seconded by Kaye Breyer to approve the Five New Courses of Study at McFarland High School as listed. Motion carried by a 5-0 vote.

E. Approval of Donation of Obsolete Electronics to Bakersfield Association of Retarded Citizens (BARC).

Motion made by Marlin Isaacs, seconded by David Arguello, for approval of donation of obsolete electronics to BARC. Motion carried by a 5-0 vote.

F. Approval to Apply to E-Rate to use Verizon for T-1 Interconnection of sites.

Motion made by Rey DeLeon, seconded by David Arguello for approval to apply to E-Rate to use Verizon for T-1 Interconnection of sites. Motion carried by a 5-0 vote.

G. Approval of Resolution #0809-07 approving Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement and Waiving Rights to File any Claim regarding the Hughes Bill Statute and regulations in the future.

Motion made by Rey DeLeon, seconded by David Arguello to approve Resolution #0809-07 as presented. Motion carried by a 5-0 vote.

Advance Planning

Motion made by Rey DeLeon, seconded by Kaye Breyer to approve the next regular board meeting date of March 10, 2009 at 4:00 p.m. and the Board Study Session date of February 17, 2009 at 3:00 p.m. at the District Office. Motion carried by a 5-0 vote.

Adjournment

Motion made by David Arguello, seconded by Rey DeLeon to adjourn the meeting. Motion carried by a 5-0 vote.

Board President adjourned the meeting at 8:22 p.m.

Respectfully Submitted:

Gabriel McCurtis, Secretary to the Board

Marin Ortega Jr., Board President

David Arguello, Vice President

Kaye Breyer, Clerk

Rey DeLeon, Member

Marlin Isaacs, Member

McFARLAND UNIFIED SCHOOL DISTRICT
BOARD MEETING MINUTES
February 19, 2009

The Special Meeting of the McFarland Unified School District Board of Trustees was held on Thursday, February 19, 2009, at the McFarland Unified School District Board Room. The meeting was called to order by Board President at 3:05 p.m.

ROLL CALL

Marin Ortega Jr., President
David Arguello, Vice President
Kaye Breyer, Clerk
Rey DeLeon, Member
Marlin Isaacs, Member

Staff Present:

Gabriel McCurtis	Candi Clark	Irene Melendez
Kim McManaman	Maria Salgado	Margie Perez
Rick Sparks	Sandra Espinoza	David Lopez
Ty Bryson	Louie Gomez	Teresa Arvizu
Julie Machado	Humberto Chairez	Anell Chavez
Jane Gonzalez	Yolanda Gonzalez	Rigoberto Lara
Trini Ayon	Leticia Arguello	Myriam Maldonado
Albert Melendez	Ernesto Diaz	Melissa Melendez
Numerous Others		

Community Present: Nitasha Sawhney - GCR

Roll Call and Establishment of Quorum

Pledge of Allegiance

Public Communication

None

Adoption of Agenda – February 19, 2009

Board President Ortega pulled items VIII – C. Business Services Reorganization & New Business B. Approval for Total School Solutions to perform Bond Performance Audit for the 2007-2008 school year. Corrections were also made under Advance Planning, #2. Special Board meeting time and place were changed to 4:00 p.m. to be held at the MHS MPR.

Motion made by Rey DeLeon, seconded by David Arguello to approve the Agenda with deletions and corrections. Motion carried by a 5-0 vote.

Presentation

RIF (Reduction in Force) – Nitasha Sawhney (Garcia, Calderon Ruiz) gave a powerpoint presentation regarding reduction in Force process and timelines. She proceeded to explain the process for Certificated Reduction in Force as well as Classified Service Reductions in Force.

Discussion

Review of 2007-2008 Audit Report – Candi Clark (CBO) gave a powerpoint presentation of the Review of the 2007-2008 Audit Report

Budget Reduction Proposal – Candi Clark also gave a brief presentation regarding budget reduction.

Action Items

New Business

A. Approval of Transfer of Funds from Fund 17

Motion made by David Arguello, seconded by Kaye Breyer for approval of Transfer of Funds from Fund 17. Motion carried by a 5-0 vote.

Closed Session

The board adjourned to Closed Session at 4:25 p.m.

Open Session

The board re-convened to Open Session at 4:41 p.m.

Report of Closed Session

- A. No Action taken
- B. No Action taken

Advance Planning

1. February 25, 2009 – Special Board Meeting at 4:00 p.m. in the MHS Multipurpose Room.
2. March 20, 2009 – Regular Board Meeting at 4:00 p.m. in the MHS Multipurpose Room.

Adjournment

Motion made by David Arguello, seconded by Rey DeLeon to adjourn the meeting. Motion carried by a 5-0 vote.

Board President adjourned the meeting at 4:43 p.m.

Respectfully Submitted:

Gabriel McCurtis, Secretary to the Board

Marin Ortega Jr., Board President

David Arguello, Vice President

Kaye Breyer, Clerk

Rey DeLeon, Member

Marlin Isaacs, Member

McFARLAND UNIFIED SCHOOL DISTRICT
BOARD MEETING MINUTES
February 25, 2009

The Special Meeting of the McFarland Unified School District Board of Trustees was held on Wednesday, February 25, 2009, at the McFarland High School Multipurpose Room. The meeting was called to order by Board President at 4:05 p.m.

ROLL CALL Marin Ortega Jr., President
David Arguello, Vice President
Rey DeLeon, Member
Marlin Isaacs, Member

Absent: Kaye Breyer, Clerk

Staff Present:

Gabriel McCurtis	Candi Clark	Irene Melendez
Kim McManaman	Maria Salgado	Sandra Espinoza
Rick Sparks	Mike Elliott	Ed Levenson
Javier Ruiz	Louie Gomez	Roberta Burgh
Julie Machado	Humberto Chairez	Anell Chavez
Maggie Gore	Raul Murrieta	Fernando Fernandez
Trini Ayon	Leticia Arguello	Myriam Maldonado
Albert Melendez	Ernesto Diaz	Melissa Melendez
Tamera Littrell	John Reed	Shari Gonzales
Numerous Others		

Community Present: Ernie Gonzales

Roll Call and Establishment of Quorum

Pledge of Allegiance – Marlin Isaacs

Public Communication

Rick Sparks addressed the board with some concerns regarding the budget cuts. He expressed his concern regarding the attorneys and stated that the reasoning had been explained to him and his concerns were resolved. He added that the board had a tough job regarding employee layoffs. He stated he had met with staff members and discussed the least stressful way to address the issue. He added that in his opinion there was an overabundance of administrators in the district. He also commented on a former employee, Tamra Wallace.

Revision and Approval of Agenda – February 25, 2009

Board President Ortega moved Closed Session to follow Revision and Approval of Agenda and pulled Consent Agenda item 3. Approval of Agreement for Legal Services with Atkinson, Andelson, Loya, Rudd & Romo.

Motion made by Rey DeLeon, seconded by David Arguello to approve the Agenda with deletions and corrections. Motion carried by a 4-0 vote.

Closed Session

The board adjourned to Closed Session at 4:14 p.m.

Open Session

The board re-convened to Open Session at 5:50 p.m.

Report of Closed Session

- A. No Action taken

Consent Agenda

- 1. Approval to Authorize the District to Utilize Fund 40 for Purchase of Jontronics Sound System for use at Board Meetings.

Motion made by Rey DeLeon, seconded by Marlin Isaacs to approve to Utilize Fund 40 for Purchase of Jontronics Sound System for use at Board Meetings. Motion carried by a 4-0 vote.

- 2. Approval is requested that MUSD no longer have a designated Primary Legal Counsel

Motion made by David Arguello, seconded by Marlin Isaacs to approve to no longer have a designated Primary Legal Counsel. Motion carried by a 3-1 vote.

- 3. Pulled

- 4. Approval of Proposal for Legal services with Schools Legal Service with an annual retainer fee of \$29,273.49.

Motion by Marlin Isaacs, seconded by David Arguello to approve the proposal for Legal Services with Schools Legal Service with an annual retainer fee of \$29,273.49. Motion carried by a 3-1 vote

New Business

- A. Approval of Resolution #0809-08 to Decrease the number of Certificated Employees Due to a Reduction in Particular Kinds of Services.

Motion made by Marlin Isaacs, seconded by David Arguello for approval of Resolution #0809-08 to Decrease the number of Certificated Employees Due to a Reduction in Particular Kinds of Services. Roll Call vote: Rey DeLeon – No, Marlin Isaacs – Aye, David Arguello – Aye and Marin Ortega Jr. – Aye. Motion carried by a 3-1 vote.

Advance Planning

- 1. March 10, 2009 – Regular Board Meeting at 4:00 p.m. in the MHS Multipurpose Room.

Motion made by Rey DeLeon, seconded by David Arguello to approve the next board meeting date of March 10, 2009 at 4:00 p.m. in the MHS Multipurpose Room. Motion carried by a 4-0 vote.

Adjournment

Motion made by David Arguello, seconded by Rey DeLeon to adjourn the meeting. Motion carried by a 4-0 vote.

Board President adjourned the meeting at 6:00 p.m.

Respectfully Submitted:

Gabriel McCurtis, Secretary to the Board

Marin Ortega Jr., Board President

David Arguello, Vice President

ABSENT
Kaye Breyer, Clerk

Rey DeLeon, Member

Marlin Isaacs, Member

**COMMUNITY-BASED ENGLISH TUTORING PROGRAM
APPLICATION FORM, FISCAL YEAR 2009-10**

Submission Postmark Deadline: May 15, 2009

Local Educational Agency (LEA) Information

Name of LEA McFarland Unified School District

County/District Code 1 5 / 7 3 9 0 8

School Code (Leave blank unless applicant is a direct-funded charter school) _____

Program Director Name Smith Efada

Title Principal

Telephone Number 6 6 1 - 7 9 2 - 3 0 8 1 x

Fax Number 6 6 1 - 7 9 2 - 2 4 4 7

E-mail Address sefada@mcfarland.k12.ca.us

Chief Fiscal Officer Candi Clark

Title Chief Business Official

E-mail Address caclark@mcfarland.k12.ca.us

Assurances

The signature of the superintendent or designee on this form acknowledges that the following general assurances will be observed.

1. The conditions established pursuant to *California Education Code (EC)* sections 315-317, and *California Code of Regulations (CCR)*, Title 5, sections 11315, 11315.5, and 11315.6, will be met by the LEA in the administration of this program.
2. The LEA will use fiscal control and accounting procedures that will ensure proper disbursements and accounting of state funds paid to that agency under the program. The LEA will make all records available for audit when requested.
3. Funds may be used for direct program services, community notification processes, transportation services, and background checks related to the adults participating in the tutoring program.
4. The LEA will be responsible for expending these funds to provide free or subsidized adult English-language instruction for parents or community members who have pledged to provide personal English-language tutoring to English learners in kindergarten through grade twelve.

5. Pledge records will consist of the following information: name of school district, name of school, and the name and signature of parent or community member committed to tutor English learners. These records will be maintained for audit.
6. A Community-Based English Tutoring (CBET) plan will be adopted by the local governing board and include elements of instruction and achievement information as described by *EC* Section 317. The data collected shall be used, by the governing board, to review and revise the plan as necessary, not less than once every three years, and be made available to the state as requested.

Certification and Signature

I certify that: (1) the planned allocation and expenditures of funds for the CBET program are for educational services for eligible participants; (2) the expenditures of funds and the programmatic activities will be conducted in accordance with federal and state statutes and regulations, including the assurances contained in this application; (3) full records of program activities and expenditures will be maintained and made available for review and/or audit by the California Department of Education and/or the representatives or designees of the Department; and (4) a CBET plan has been written in accordance with *EC* sections 315-317, and *CCR*, Title 5, sections 11315 and 11315.5.

I hereby certify that I have read the conditions contained in this document and agree to comply with all requirements as a condition of funding and that to the best of my knowledge the information contained in this CBET application form is complete and correct.

Name of LEA _____

Signature of Superintendent or Designee _____

Printed Name _____

Title _____

Board Approval

Board Approval Date _____

Signature of Presiding Officer of Governing Board _____

Printed Name _____

Mail this application form, postmarked on or before May 15, 2009, to:

CBET Application
Language Policy and Leadership Office
California Department of Education
1430 N Street, Suite 4309
Sacramento, CA 95814-5901



February 3, 2009

Mr. Gabriel Curtis
McFarland Unified School District
610 Second St.
McFarland, CA 93250

Dear Mr. Curtis:

Fresno Pacific's School of Education appreciates the cooperation of your district in placing our student teachers in your classrooms. We invite you to sign the contract so that we can continue to place students in your district.

At the request of many of our district colleagues, Fresno Pacific has adopted a 5 year term for our student teaching contracts. Please note that the term for your new contract will expire on December 2014.

Enclosed you will find a copy of the new student teaching contract. Once your Board has approved this new contract, please return one signed copy to us in the enclosed envelope. The second copy is for your records.

Thank you for your continued support of Fresno Pacific University's Teacher Education Programs.

Sincerely,

Linda Hoff
Director of Teacher Education
(559) 453-2011
lehoff@fresno.edu

Enclosure



AGREEMENT

BETWEEN

FRESNO PACIFIC UNIVERSITY
DIVISION OF TEACHER EDUCATION

AND

MC FARLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT entered into this 30th day of January, 2009 by and between Fresno Pacific University, hereinafter called the University, and the MC FARLAND UNIFIED SCHOOL DISTRICT, hereinafter called the District:

It is mutually agreed between the parties hereto, as follows:

I.

"Student Teaching" as used herein and elsewhere in this Agreement, means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the California Commission on Teacher Credentialing (CCTC) authorizing them to serve as classroom teachers in the schools in which the student teaching is provided.

The District shall provide experience through student teaching in schools and classes of the District. Such experiences shall be provided in classes of the District, and are under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District may refuse to accept for student teaching any student of the University assigned to the District, and upon the request of the District, the University shall terminate the assignment of any student in the District.

The District agrees to provide FPU student teachers with adequate time in the classroom as defined by the following course requirements.

Students are volunteers of the District and entitled to Worker's Compensation coverage. The University will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the District's facility while participating in the University's program.

II.

During the entire term of this Agreement, the University shall secure and maintain comprehensive general liability insurance coverage, at its own cost and expense, in an amount not less than \$1,000,000 combined single limit per occurrence, including premises, contractual, products, completed operations, personal injury, and broad form property damage coverage on an occurrence basis, insuring the University and shall name the District as an Additional Insured, as their interest may appear, regarding liability arising out of this Agreement. The policies of insurance shall be obtained from companies acceptable to District. The policies shall contain an endorsement providing that written notice shall be given to District at least 30 calendar days prior to termination, cancellation, or reduction of coverage of the policies.

Within ten days following execution of this Agreement, University shall deliver all required certificates of insurance to District. The certificates shall make reference to all provisions and endorsements referred to in this section and shall be signed on behalf of the insurer by its authorized representative.

Insurance provided under University's policy shall be primary and any insurance maintained by District shall apply, only if required by law, in excess of and not contributory with insurance required under the terms of this Agreement.

III.

The University will issue to the District a three (3) unit tuition waiver form for supervising teachers who have full-day student teachers in their classrooms. This waiver form will entitle the supervising teacher to take one course at the University or the School of Professional Studies within two (2) years from the semester of issue. The University will issue a tuition waiver form for one (1) unit of inservice tuition to supervising teachers of initial student teachers or extended initial student teachers. Instructions for use of the waiver are noted on the form.

IV.

This assignment of a student of the University to student teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the University the preliminary Certificate of Clearance and to the District the assignment sheet issued by the University.

V.

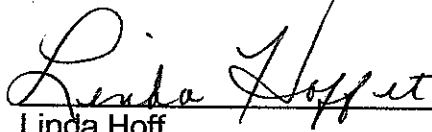
Each party shall hold harmless, indemnify and, if requested, defend the other party, its officers, agents, employees and Board members, from and against any and all demands, claims, causes of action, liability, judgments and expenses, including attorney's fees and costs, arising out of or related to that party's performance of or failure to perform its respective responsibilities, duties and obligations under this agreement. For purposes of this paragraph, the actions of the student teacher, while acting within the legitimate scope of their authority, shall be deemed to be the actions of the University.

VI.

The term of this agreement shall commence on the 30th day of January, 2009 and terminate on the last day of December, 2014.

Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed or amended by the mutual consent of the parties hereto.

Fresno Pacific University



Linda Hoff
Director, Teacher Education

BY: _____
Superintendent

BY: _____
Clerk/Secretary (strike one) of
the Board of Trustees

INFORMATION BACKGROUND

MEETING DATE: March 10,2009

ACTION ITEM: Approval of Agreement for Speech Pathologist Services.

BACKGROUND: The McFarland Unified School District is requesting board approval to enter into an Agreement for Speech Pathologist Services with Progressus Therapy LLC. Progressus partners with school districts to identify their needs and bring creative solutions including credentialed staff and innovative service delivery programs. The Agreement will be through the rest of the 2008-2009 school year to assist our current Speech Pathologist attending to our students. Due to a lack of applicants in the state, we have had no luck recruiting qualified Speech Language Pathologist. Your approval is requested.

RECOMMENDED ACTION: Approval is recommended.

**PROGRESSUS THERAPY, LLC
AND
McFARLAND UNIFIED SCHOOL DISTRICT
AGREEMENT FOR THERAPY SERVICES**

This AGREEMENT FOR THERAPY SERVICES together with Addenda and Exhibits (collectively, the "Agreement") is made and entered into this February 17, 2009 ("Effective Date"), by and between **Progressus Therapy, LLC** ("Progressus"), a Delaware limited liability corporation, having its principal place of business at 2701 North Rocky Point Drive, Suite 650, Tampa FL 33607 and **McFarland Unified School District** ("Client"), having its principal place of business at 601 2nd Street, McFarland, CA 93250.

WHEREAS Progressus is in the business of providing personnel, including professionals and assistants (collectively referred to herein as "Therapist") to perform physical, occupational, and speech language pathology ("Therapy Services"); and

WHEREAS Client is in need of Therapy Services;

WHEREAS Client desires to engage Progressus to provide Therapy Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning on the Effective Date until June 30, 2009 ("Renewal Date"). Thereafter, the Agreement shall automatically renew for successive one-year periods unless notice of non-renewal is provided by one party to the other no later than forty-five (45) days prior to the Renewal Date.

2. Requests for Therapy Services

Progressus will use its best efforts to supply Client with Therapists as Client may request from time to time for the hours and times requested by Client. Progressus will confirm placement of a Therapist with a "Contractor Assignment Confirmation." The form of the Contractor Assignment Confirmation is attached as Addendum "A." Once signed by Client, the Contractor Assignment Confirmation will become a part of this Agreement. Nothing contained herein will guarantee that Progressus will be able to fill any particular request of Client for Therapists. Further, nothing contained herein will guarantee that a Therapist, once assigned to Client, will be able to complete the assignment. If a Therapist is unable to complete an assignment for any reason, Progressus' sole obligation is to use its best efforts to procure a replacement Therapist for Client. Client hereby releases and relieves Progressus

from all liability in connection with its failure to provide a Therapist when requested by Client or to replace a Therapist who has begun an assignment.

3. Therapist Assignments and Rates

A. Therapist Assignments

- (i) Client will provide Therapists with work assignments consistent with Client's standard workday and calendar, 8 hours per day ("Standard Workday").
- (ii) Client will provide Therapists with orientation, training and professional development days. These will be billed as Standard Workdays.

B. Therapist Rates

(i) Hourly Rate

The Hourly Rate is applicable to services that have been requested by Client and commences upon Therapist's arrival at a facility, able and available for work, whether or not a student is actually present.

Hourly Rates for Therapists are:

Hourly	<u>\$70.00 Speech-Language Pathologist/CFY</u>
Hourly	<u>\$70.00 Occupational Therapist</u>
Hourly	<u>\$70.00 Physical Therapist</u>
Hourly	<u>\$60.00 Occupational Therapy Assistant</u>
Hourly	<u>\$60.00 Physical Therapy Assistant</u>

(ii) Overtime Rate

The Overtime Rate is one hundred fifty percent (150%) of the Hourly Rate and is applicable when a Therapist works more than 40 hours per week. Overtime worked by Therapists will be pre-approved by Client.

(iii) Holiday Rate

The Holiday Rate is one hundred fifty percent (150%) of the Hourly Rate and is applicable when a Therapist works on any of the following holidays (or observed holidays): New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving or Christmas.

(iv) Mileage Reimbursement

Therapists assigned to Client will be reimbursed mileage for travel between Client's assigned facilities, training and professional development ("Mileage Reimbursement"). Mileage Reimbursement will be reimbursed at the federally approved mileage reimbursement rates (currently \$.585) and will be adjusted as necessary to maintain consistency with the federally approved rate.

4. Therapists

A. Licensure

All Therapists provided to Client pursuant to this Agreement shall be qualified to perform the services requested and will be licensed during the term hereof to perform the applicable therapy services in the state in which Client requests a Therapist to perform services.

B. Screening of Therapists

Subject to the limitations of applicable federal, state and local laws and regulations. Progressus will conduct the following screenings, tests, and background checks for all Therapists provided to Client pursuant to this Agreement: freedom from communicable diseases; including Hepatitis B and Tuberculosis; lack of criminal record including sexual offender and predator; and acceptable professional references.

C. Employees of Progressus

All Therapists provided to Client pursuant to this Agreement are employees of Progressus and Progressus is solely responsible for the wages, benefits (if any), and tax withholding of the Therapists. Progressus reserves the right to terminate, discipline, or reassign Therapists if such action is warranted in its sole discretion. In the event Client is dissatisfied with the services of a particular Therapist, Client's sole remedy is to notify Progressus of its dissatisfaction. If Progressus is unable to cure Client's dissatisfaction within a reasonable amount of time, Progressus will provide Client with another Therapist if available.

D. Health and Safety Training

Progressus will provide Therapists all training necessary to comply with the Occupational Safety and Health Administration's (OSHA) blood borne pathogens standard. Client agrees to provide Therapists with site specific information required by OSHA standards, including but not limited to availability of protective equipment and site procedures.

E. Health Insurance Portability and Accountability ("HIPAA") Compliance

Progressus and all Therapists providing therapy services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated thereunder in regard to the disclosure of "Protected Health Information," as defined therein.

5. Client's Obligations

A. Facility

To the extent Client provides the facility in which Therapist performs services and such facility is not a private personal residence, such facility will be well lit, climate controlled, and free from recognized hazards. Client warrants and represents that the facility in which Therapist will perform services complies with all federal, state, and local health and safety codes, laws and regulations, and with all federal, state, and local laws governing reasonable accommodations for disabled individuals. Client will provide adequate or designated space for Therapist to perform Therapy Service and a designated storage area for Therapist to store student records. Client will also provide free parking and restroom facilities for use by Therapist.

B. Designation of Liaison

Client will designate a representative of Client to serve as a Liaison between Client and Therapist on all operational matters, including but not limited to use of facilities, student scheduling, attendance record keeping, progress reports, therapy notes, in-service meetings, consultations, and reporting of time. Client may change the designation from time to time by providing notice to Progressus as provided below.

C. Client's Procedures

Client will provide instruction, orientation and professional development days for Therapists assigned to work in its facility. Therapists will be fully integrated in Client's program and have been instructed as to its documentation procedures. Therapists will comply with all instructions given by Client. Client will notify Progressus and Therapist of all documentation/record-keeping procedures.

D. Equipment

Client will provide Therapist with all equipment reasonably necessary for Therapist to perform mandated services hereunder, including without limitation office supplies, access to therapy equipment, assessment tests and therapy materials, and technology required to implement services. If Client has an automated and/or mandated documentation method, requiring access to an Intranet and/or a proprietary Student Information Management System, the Client must identify an assigned computer to the Therapist, and be granted full access to implement that method.

6. Billing and Invoicing

A. Billing Rates

The billing rates for each Therapist assigned to Client are specified in Paragraph 3 of this agreement, or in the Contractor Assignment Confirmation, which may govern any particular therapist assignment. To the extent there is a conflict between rates set forth in Paragraph 3, and rates set forth in a Contractor Assignment Confirmation, the Contractor Assignment Confirmation will govern. Progressus may adjust any or all rates to become effective after the expiration of the initial term by providing forty-five (45) days notice to Client.

B. Invoicing

Progressus will send periodic (monthly or semi-monthly) invoices to Client, at Client's proper billing address as indicated below. Progressus invoices are based on time cards completed by Therapists. Payment is due in full upon receipt in accordance with instructions on the invoice. If any payment is not paid within thirty (30) days of the due date, unpaid balances will be assessed interest charges of 1.5% per month [18 percent (18%) per annum].

C. Payment

Progressus anticipates prompt remittance of amounts due. The preferred method of payment is through the Automated Clearing House Processing System ("ACH") upon receipt of invoice – related banking information is:

Bank Name:	PNC Bank
Routing/ABA #	054000030
Account #	5557238297
Account Name	Progressus Therapy

Checks may alternatively be mailed to the lockbox account at Progressus Therapy LLC, P.O. Box 822768, Philadelphia PA 19182-2768.

D. Contact Information

The Client hereby designates Mary Smith as financial liaison, to be contacted in the event of billing, payment or other questions regarding the financial matters of this Agreement. Inquiries of the Client to Progressus should be directed to Controller at the address noted below.

7. Insurance

A. Provided by Progressus

Progressus shall maintain the following insurance coverage during the term of this Agreement:

- (i) Professional Liability Coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
- (ii) Worker's Compensation Insurance including occupational disease coverage in accordance with all state and federal requirements.

B. Provided by Client

Client shall maintain the following insurance coverage during the term of this Agreement:

Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming Progressus as an additional insured.

Upon request, the parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage, which contains a provision that the coverage afforded under the policies will not be cancelled without thirty (30) days written notice.

8. Indemnification

The parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or by the other party, their agents, servants, employees, officers, representatives or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, servants, employees, officers, representatives, subcontractors and related entities. The aforesaid indemnification shall survive termination of this Agreement.

9. Termination of Agreement

Either party may terminate this Agreement upon forty-five (45) days written notice to the other party. In the event Client terminates the Agreement, Client will be responsible to pay for the following:

- A. All services performed by Therapists through the effective date of termination; and
- B. All expenses incurred by Progressus in placing a Therapist with Client, including without limitation nonrefundable security deposits, prepaid rent, transportation costs, utility deposits and the like.

Progressus may terminate the Agreement immediately upon notice to Client if;

- C. Client fails to pay any invoice within forty-five (45) days of its due date; or
- D. Any petition is filed or proceeding is commenced by or against Client for adjudication as a bankrupt or insolvent entity under federal bankruptcy law or any other bankruptcy and insolvency act; or a proceeding for reorganization is filed by or instituted against Client; or Client makes an assignment for the benefit of creditors; or a proceeding is filed or instituted for the appointment of a receiver for Client.

10. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter (the "Non-Solicitation Period"), Client agrees not to, either directly or indirectly through a third party, hire, attempt to hire, contract with independently, or solicit for employment a Therapist who was referred to Client by Progressus, whether Client accepted placement of the Therapist, interviewed the Therapist or reviewed the Therapist's resume or background information. Client acknowledges that this Non-Solicitation provision is reasonable and necessary for the protection of Progressus' valid business interests, and that failure to comply with the Non-Solicitation provision will cause immediate and irreparable injury to Progressus, for which injury there is no adequate remedy at law. In the event of the actual or threatened breach of this Non-Solicitation provision by Client, Progressus shall be entitled to immediate injunction by a court of competent jurisdiction to prevent and restrain such breach, and Progressus shall be entitled to recover its costs, including reasonable attorneys fees and expenses in addition to any other legal or equitable relief to which it may be entitled. This paragraph shall survive termination of the Agreement.

11. Confidentiality

Client and Progressus agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation employees of Progressus provided, however, that this paragraph shall not apply if such disclosure is required by law or court order. Client agrees to inform all persons, whether employees, contractors, or agents of Client, with knowledge of the terms of the agreement of the confidentiality provisions contained herein.

12. Notice

Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the addresses set forth below.

A. Progressus

Progressus Therapy, LLC
2701 North Rocky Point Drive Suite 650
Tampa FL 33607
(800) 892-0640
Attention: Don Scheeler, President

B. Client

McFarland Unified School District
601 2nd Street
McFarland, CA 93250
Attention: Mary Smith

Notices are effective upon mailing or delivery to overnight courier service, as the case may be.

13. Assignment

A. By Client

This Agreement may not be assigned by Client without the express written consent of Progressus, which consent will not be unreasonably withheld.

B. By Progressus

This Agreement may be assigned by Progressus to Progressus' successor or to any affiliate of Progressus and their respective successors.

14. Addenda and Exhibits

All addenda and exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

15. Entire Agreement

This Agreement, together with all addenda and exhibits attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior oral and written negotiations and agreements. This Agreement may only be modified in a writing signed by all parties hereto.

16. Waiver and Severability

No delay or omission by either party to enforce or exercise any right, remedy or power under this Agreement shall be construed as a waiver of such right, remedy or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a

waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. Jurisdiction and Applicable Law

This Agreement is deemed to have been made in the State of Florida, County of Hillsborough, and shall be interpreted in accordance with Florida law, without regard to its conflict of law principles. The parties agree that all litigation arising out of this Agreement must be brought in Florida state court in Hillsborough County, sitting in Tampa, Florida, or in the United States District Court for the Middle District of Florida, sitting in Tampa, Florida, and that the court will have personal jurisdiction over the parties, and that the venue of the action shall be appropriate to and exclusive in such court.

18. Binding Agreement

This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns.

19. Attorneys' Fees and Costs

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.

20. Cumulative Remedies

No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

PROGRESSUS THERAPY, LLC

By: _____
Donald Scheeler, President

Date: _____

McFARLAND UNIFIED SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

ADDENDUM A

CONTRACTOR ASSIGNMENT CONFIRMATION

This Contractor Assignment Confirmation is issued pursuant to an Agreement for Therapy Services between **Progressus Therapy, LLC** ("Progressus") and **McFarland Unified School District** ("Client") effective February 17, 2009 (the "Agreement") and is governed by the terms of the Agreement.

Assignment Information

Therapist:		Discipline:	
Report to:		Facility:	
Assignment Start Date:		Assignment End Date:	
Hours Per Day:	8	Days Per Week:	
Bill Rate:	\$70.00	Rate Per Hour	
Mileage Reimbursement:	\$0.585	*Mileage reimbursement rate remains consistent with the Federally approved rate.	

Notes:

Billing Information

Name of billing contact:	Mary Smith	Phone number:	661-792-3255
Email address:	msmith@mcfarland.k12.ca.us	Fax number:	
Address (including city, state, zip)	601 2 nd Street McFarland, CA 93250		

PROGRESSUS THERAPY, LLC

McFARLAND UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Printed Name: Diane Kelly

Printed Name: _____

Title: Client Partnerships Manager

Title: _____

Date: _____

Date: _____



OFFICE OF ADMINISTRATIVE HEARINGS

State of California

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833-4231
General Jurisdiction – (916) 263-0550 phone / (916) 263-0554 fax
Special Education – (916) 263-0880 phone / (916) 263-0890 fax
www.oah.dgs.ca.gov

Department of General Services

RE: TEACHER LAYOFF HEARING AGREEMENT

To Whom It May Concern:

Thank you for your interest in retaining the Office of Administrative Hearings to conduct hearings. Please be advised that, if needed, we can also provide settlement conferences, mediations, and other alternative dispute resolution proceedings. Please have the enclosed "Agreement for Hearing Services" signed by the appropriate official and include that individual's title, mailing address, telephone and FAX numbers, and e-mail address. Please also attach a certified copy of the minute order or other authority granted by the District for the official who signs this Agreement. Return the undated, original Agreement (not a copy) to this office where we will add the date and return a fully executed copy to you.

Government Code section 11370.4 requires that all costs of the Office of Administrative Hearings be recovered from the agencies served. The hourly rate for Administrative Law Judge services is currently \$187.00, plus a \$66.00 filing fee per case. We will advise you of any changes. If a hearing is cancelled you must notify our office as quickly as possible. If notice is received in time to reassign the Administrative Law Judge, the reserved time will not be billed. You will otherwise be billed for the scheduled hearing time.

Once this Agreement has been executed, you can contact the nearest of our offices to schedule a hearing, mediation, or other proceeding. Please use the "Request to Set" form on our website at <http://www.oah.dgs.ca.gov>. Agencies typically arrange for a court reporter or tape recording of their hearings. If you need this office to make the arrangements for the court reporter, provide as much notice as possible and make that specific request when you contact the Calendar Clerk to set your hearing.

Again, thank you for contacting us. If you have any questions about the Office of Administrative Hearings, or your cases in particular, please feel free to contact me or my assistant, Kay Stubbings. We can be reached at (916) 263-0512.

Sincerely,

/s/

RONALD L. DIEDRICH
Director and Chief Administrative Law Judge
Office of Administrative Hearings

Regional Offices

Los Angeles
320 West Fourth Street
Suite 630
Los Angeles, CA 90013
(213) 576-7200
Fax (213) 576-7244

Oakland
1515 Clay Street
Suite 206
Oakland, CA 94612
(510) 622-2722
Fax (510) 622-2743

San Diego
1350 Front Street.
Suite 6022
San Diego, CA 92101
(619) 525-4475
Fax (619) 525-4419

Laguna Hills
23046 Avenida De La Carlota
Suite 750
Laguna Hills, CA 92653
(949) 598-5850
Fax (949) 598-5860

Van Nuys
15350 Sherman Way
Suite 300
Van Nuys, CA 91406
(818) 904-2383
Fax (818) 904-2360

A G R E E M E N T

THIS AGREEMENT, made and entered into on _____, by and between the State of California, hereinafter called STATE, through its duly appointed Director of the Office of Administrative Hearings, and the _____, hereinafter called DISTRICT.

WITNESSETH:

WHEREAS, the services of the Office of Administrative Hearings, Department of General Services, may be needed by DISTRICT for conducting hearings and issuing proposed decisions; and

WHEREAS, STATE has the authority to contract with DISTRICT for the rendering of hearing services pursuant to Government Code Section 27727, and is amenable to the furnishing of such services when required personnel are available by STATE,

NOW THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Upon request of DISTRICT, STATE will furnish the services of Administrative Law Judges to DISTRICT for the purpose of conducting hearings under the authority of Government Code Section 27727. The assignment of Administrative Law Judges for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. In consideration of the performance of such services by STATE, DISTRICT agrees to pay to STATE the cost of rendering such services. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by the Office of Administrative Hearings, and the Office of Administrative Hearings is unable to schedule the Administrative Law Judge for another case, DISTRICT agrees to pay STATE for the original hearing time or until the Judge is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled administrative law judge in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued. Costs shall be computed in accordance with the rates set forth in the Department of General Services Price Book current with the term of this Agreement. STATE agrees to submit invoices for services which are rendered hereunder.

3. This Agreement commences effective the date of first above written and shall continue in full force and effect until either party shall notify in writing the other party of its determination to terminate the Agreement, which termination shall occur sixty (60) days after the mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

School District Name

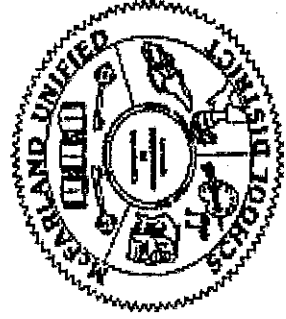
Name and Title of School District Representative

OFFICE OF ADMINISTRATIVE HEARINGS

NOAH VALADEZ, Chief of Administration
(OAH 22, REV. 2/09)

GRADE	BR	KA	MMS	MHS	SJHS	MIS 18+ under	TOTAL	1 MONTH AGO	1 YEAR AGO	ADULT		EDUC.
										CIS +18	REGULAR	
K	113	160					273	269	282			
1	114	180					294	292	290			
2	102	173					275	273	251			
3	96	148					244	239	262			
4	102	160					262	258	217			
5	82	133					215	218	252			
6			252				252	250	246			
7			246				246	245	223			
8			218				218	215	243			
9				246	7	4	257	265	298	6		
10				264	25	9	298	293	244	6		
11				179	22	3	204	204	200	18		
12				161	8	1	170	163	168	6		
Adult Ed.										36		79
TOTAL	609	954	716	850	62	17	3208					
1 MONTH AGO	600	949	710	846	57	22		3184				
1 Yr. Ago	597	957	712	802	53	55			3176			
Capacity	698	906	747	740	90	N/A				N/A		

McFarland Unified School District Proposed
 School Calendar
 2009-2010



School Month	First Week							Second Week							Third Week							Fourth Week							Legal Holidays	Local Holidays	Non School Days	School Days	
	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S					
FIRST					13	14				17	18	19	20	21				24	25	26	27	28		31	1	2	3	4		0	0	0	17
SECOND			8	9	10	11				14	15	16	17	18				21	22	23	24	25		28	29	30	1	2		1	0	0	19
THIRD				6	7	8	9			12	13	14	15	16				19	20	21	22	23		26	27	28	29	30		0	0	1	19
FOURTH			2	3	4	5	6			9	10		12	13				16	17	18	19	20		23	24	25				2	1	0	17
FIFTH			30	1	2	3	4			7	8	9	10	11				14	15	16	17	18								1	1	3	15
SIXTH																																	9
SEVENTH			25	26	27	28	29			1	2	3	4	5				8	9	10	11									2	0	0	18
EIGHTH			22	23	24	25	26			1	2	3	4	5										15	16	17	18	19		0	0	1	19
NINTH			22	23	24	25	26																	12	13	14	15	16		0	2	4	14
TENTH			19	20	21	22	23			26	27	28	29	30				3	4	5	6	7		10	11	12	13	14		0	0	0	20
ELEVENTH			17	18	19	20	21			24	25	26	27	28																1	0	0	14
Totals																									9	4	18	181					

September	7	Labor Day Observed	First day of instruction	August 13th
November	11	Veteran's Day Observed	Last day of scheduled instruction	June 4th
November	26	Thanksgiving Day	Days of Instruction	181
December	25	Christmas Day Observed	Days school not in session	31
January	1	New Year's Day Observed	New Teacher Orientation	August 7th
January	18	Dr. Martin L. King Day Observed	Professional Development	
February	12	Lincoln's Birthday	E.C. 37220 State Holiday	
February	15	Washington's Birthday	Legal Holidays	
April	5	Easter Sunday Observed	Local Holidays	
May	31	Memorial Day Observed	Non School Days	
			End of Quarter	Q

Board Approved:

**McFARLAND UNIFIED SCHOOL DISTRICT
TENTATIVE PERSONNEL REGISTER
March 10, 2009**

NAME	TITLE/LOCATION	EFFECTIVE DATE
1. Employment		
A. <u>New Hires</u>		
B. <u>Additional Duties</u>		
<u>Certificated</u>		
Diaz, Ada	G.A.T.E. Saturday School Teacher - KA	2/11/2009
Lopez, Joel	ELD Resource Teacher - MMS	9/5/2008
Lopez, Joel	Intern Peer Coach - MMS	9/5/2008
Diaz, Dario	Migrant Saturday School RoboCamp - KA	2/13/2009
Bangi, Sonia	Migrant Saturday School - Kinder	2/13/2009
Fleischer, Vivian	KA Afterschool Academy	2/10/2009
Rojo, Gustavo	KA Afterschool Academy	2/10/2009
Quintana, Elena	KA Afterschool Academy	2/10/2009
Becerra, Janie	KA Afterschool Academy	2/10/2009
Maldonado, Angie	KA Afterschool Academy	2/10/2009
Romero, Henry	KA Afterschool Academy	2/10/2009
Rodden, Andrea	KA Afterschool Academy	2/10/2009
Carrillo, Patricia	KA Afterschool Academy	2/10/2009
Garcia, Valerie	KA Afterschool Academy	2/10/2009
<u>Classified</u>		
<u>Coaches</u>		
Catlin, Joey	Baseball Coach - MMS	3/5/2009
Ray, Nicholas	Track Coach - MMS	3/5/2009
Shaffer, Michael	Softball Coach - MMS	3/5/2009
Ayon, Amador	Girls' Varsity Track Coach - MHS	3/5/2009
C. <u>Transfers/Reassignments</u>		
D. <u>Substitutes</u>		
2. A. <u>Retirements</u>		
B. <u>Resignations</u>		
Guzman, Nirva	Food Service Worker	2/18/2009

C. Terminations

Pacheco, Gilbert	Custodian - MOT (Placed on 39-month rehire list)	1/23/2009
Facio, Rebecca	Food Srvc Worker (Placed on 39-month rehire list)	2/22/2008

3. Other Actions

A. Leave of Absences

Rubio, Michelle	Migrant Education Coordinator - Migrant (Medical - until released)	2/2/2009
Rubio, Michelle	Migrant Education Coordinator - Migrant (Medical - until released)	2/24/2009
Buenrostro, Aliana	Teacher - KA (Maternity - until released)	3/18/2009
Rodelo, Maria	Teacher - MHS (Workers' Comp - until released)	1/29/2009

B. Return to Work

Rubio, Michelle	Migrant Education Coordinator - Migrant (Released - no restrictions)	2/23/2009
Maldonado-Alvarez, Violeta	Teacher - BR (Released - no restrictions)	2/23/2009
Arguello-Ayon, Trini	Teacher - BR (Released - no restrictions)	2/11/2009

C. Others

INFORMATION BACKGROUND

- MEETING DATE:** March 10, 2009
- ACTION ITEM:** Approval of the MHS the Single Plan for Student Achievement.
- BACKGROUND:** Ed. code requires the Board of Ed. to review and approve each site's SPSA on an annual basis. Changes and additions from the 07-08 SPSA are underlined.

RECOMMENDED ACTION: Approval is requested.

INFORMATION BACKGROUND

MEETING DATE: March 10, 2009

ACTION ITEM: Approval of 2nd Interim Report – Fiscal Year 2008-2009

BACKGROUND: The District has completed the second Interim Report. Based on specific assumptions, the District is able to meet its financial obligations in the current year and two subsequent years. Staff recommends the Board approve the 2nd Interim Report and accept the report as the revised 08-09 budget.

RECOMMENDED ACTION: Approval is requested.

INFORMATION BACKGROUND

MEETING DATE: March 10, 2009

ACTION ITEM: Public Hearing

BACKGROUND: A public hearing is being held to seek input and take testimony from the public in regards to categorical fund transfers and uses in accordance with SBX3 4 (Chapter 12/2009). The education finance trailer bill, SBX3 4 (Chapter 12/2009) provides in Education Code Section 42605(c)(2) that the governing board "at a regularly scheduled open public hearing shall take testimony from the public, discuss, and approve or disapprove the proposed use of funding." Accordingly, staff is requesting that the Board of Education hold a public hearing and seek input and testimony from the public in regards to the proposed transfer and use of funds listed in attachment 1.

RECOMMENDED ACTION: Approval is requested.

Attachment 1

<u>FD</u>	<u>Transfer From RS</u>	<u>Description</u>	<u>07/08 Ending Balance</u>	<u>Transfer To</u>	<u>Proposed Use</u>
01	6265	Teaching As A Priority	\$ 3,000.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7393	Professional Development	\$ 7,455.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6262	Pre-Internship Teaching	\$ 9,100.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7280	Staff Develop Community Based English	\$ 9,463.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6285	Tutoring	\$ 9,591.00	01-0000	Use for Site expenditures in objects 1000-6999
01	8150	Routine Maint	\$ 11,135.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6260	Alt Cert Intern Teachers	\$ 13,790.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7235	Staff Dev Administrator Discretionary Block Grant-	\$ 14,000.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7397	District	\$ 14,677.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7255	Immediate Intervention	\$ 16,307.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7390	Pupil Retention	\$ 16,500.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7392	Teacher Credentialing	\$ 19,947.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6350	ROCP	\$ 34,776.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7395	SLIP Teacher	\$ 36,998.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6275	Recruitment/Retention	\$ 59,000.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7258	High Priority	\$ 65,641.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7394	TIIG	\$ 99,615.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6760	Arts Music/PE Supplemental School	\$ 107,914.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7080	Counseling	\$ 120,971.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6761	Art Music PE Supplies	\$ 146,173.00	01-0000	Use for Site expenditures in objects 1000-6999
		TOTAL	\$ 816,053.00		

INFORMATION BACKGROUND

MEETING DATE: March 10, 2009

ACTION ITEM: Approval of 2007-2008 Ending Fund Balance Flexibility

BACKGROUND: The enacted state budget authorizes school districts to transfer 2007/08 Tier III categorical ending fund balances that accrued as of June 30, 2008 for any educational purpose in either 2008-2009 or 2009-2010 to the general fund (RS 01-0000). The exceptions to this transfer authority include the following programs: California High School Exit Exam (CAHSEE) Intensive Intervention Economic Impact Aid (EIA) Home to School Transportation Instructional Materials Quality Education Investment Act (QEIA) Special Education Targeted Instructional Improvement Grant (TIIG). It is our understanding that CDE will allow districts to use Object 8997 for the purpose of ending fund balance shifts and Object 8998 for the purpose of the Tier III transfers. In accordance with SBX3 4 (Chapter 12/2009), the Governing Board of McFarland Unified School District has held a public hearing to seek input and take testimony from the public in regard to proposed transfer of certain categorical funds as presented on Attachment 1. Staff recommends that the Board of Education approve the transfers as proposed.

RECOMMENDED ACTION: Approval is requested.

Attachment 1

<u>Transfer</u>					
<u>FD</u>	<u>From</u>	<u>Description</u>	<u>07/08 Ending</u>	<u>Transfer</u>	<u>Proposed Use</u>
	<u>RS</u>		<u>Balance</u>	<u>To</u>	
01	6265	Teaching As A Priority	\$ 3,000.00	01-0000	Use for Site expenditures in objects 1000-6999
01	7393	Professional Development	\$ 7,455.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6262	Pre-Internship Teaching	\$ 9,100.00	01-0000	Use for Site expenditures in objects 1000-6999
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01	7080	Counseling	\$ 120,971.00	01-0000	Use for Site expenditures in objects 1000-6999
01	6761	Art Music PE Supplies	\$ 146,173.00	01-0000	Use for Site expenditures in objects 1000-6999
		TOTAL	\$ 816,053.00		

**MCFARLAND UNIFIED SCHOOL DISTRICT
RESOLUTION # 0809-09**

**AUTHORIZING INTERFUND BORROWING BETWEEN FUNDS IN AN AMOUNT
NOT TO EXCEED \$8,000,000**

WHEREAS, projected revenues in various funds are not received prior to expenditures incurred; and

WHEREAS, the district occasionally incurs operational expenses (i.e. payroll and commercial warrants) in various funds prior to the actual receipt of budgeted revenues in that fund; and

WHEREAS, there is a need for cash flow in various funds when revenue is not received in a timely manner; and

WHEREAS, Education Code Section 42603 authorizes inter-fund loans to cover such temporary cash shortages;

WHEREAS, the amount borrowed will not exceed \$8,000,000 and will be repaid by June 30th of the current fiscal year; and

WHEREAS, the governing board is required to authorize such inter-fund transfers;

NOW, THEREFORE, BE IT RESOLVED that in accordance with Education Code Section 42603, the Board of Trustees hereby authorizes district administration to process inter-fund loans up to \$8,000,000 to resolve temporary cash flow deficiencies in various funds.

THE FOREGOING RESOLUTION, was adopted upon motion of Board Member _____, and seconded by Board Member _____, at a regular meeting of this Board held on _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board

Date

Secretary of the Board

Date