

MERCED CITY SCHOOL DISTRICT



SCHOOL BOARD AGENDA

October 11, 2011

MERCED CITY SCHOOL DISTRICT

Our Mission...

The mission of the Merced City School District, a community of diverse learners striving for higher achievement, is to ensure that every student excels academically, builds character, and is a productive member of our community; we will do this by delivering exceptional instruction of a well-rounded and relevant curriculum that incorporates innovative practices and partnerships with family and community in a safe learning environment.

Beliefs

We believe that:

Every human being is unique with unlimited potential;

Treating individuals with respect and dignity elevates the human spirit;

Everyone has inherent value and purpose;

Mutual trust is essential to productive relationships;

A challenging environment balanced with support enables individuals to thrive;

Embracing diversity strengthens our community;

Individuals have responsibility for their actions;

Service to others strengthens the character of the individual, and the vitality of community.

Strategies

1. “Fully implement a district-wide user friendly system that monitors student performance and corresponding interventions to measure their effectiveness.”
2. “We will design, implement and monitor ongoing, innovative targeted professional learning approaches in order to achieve our objectives.”
3. “We will, in partnership with our community, develop a facilities plan that incorporates innovative design and common education specifications to optimize utilization of space and community resources, and provide exceptional learning environments district-wide.”
4. “We will, in partnership with family and community, identify core character traits and develop action plans to teach and assess whether students demonstrate those traits.”
5. “We will form a mutually beneficial academic partnership focusing on UC Merced and Merced College that will enable students to achieve academic excellence.”

Objectives

1. “Each student will meet, or exceed established academic performance standards.”
2. “Each student will demonstrate identified character traits that enrich the individual and community.”



MERCED CITY SCHOOL DISTRICT
444 West 23rd Street, Merced, California 95340 (209) 385-6600

REGULAR MEETING OF THE BOARD OF EDUCATION

Tuesday, October 11, 2011
Peterson Elementary School
848 E. Donna Drive
Merced, California

Other Meeting Locations:

Telephone Conference
Monterey Marriott
350 Calle Principal
Monterey, California 93940
(209) 631-3803
Contact Person: Adam Cox

CLOSED SESSION - 6:00 P.M.
OPEN SESSION - 7:00 P.M.

AGENDA

In compliance with the Americans with Disabilities Act, if you need special assistance to access the meeting room or to otherwise participate in this meeting, including auxiliary aids or services, please contact the Office of the Superintendent at (209) 385-6640. Notification at least 48 hours prior to the meeting will enable the Governing Board to make reasonable arrangements to ensure accessibility to the meeting.

Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 444 West 23rd Street, Merced, California, during normal business hours.

The District welcomes Spanish and other language speakers to Board meetings. Anyone planning to attend and needing an interpreter should call (209) 385-6753, 48 hours in advance of the meeting, so arrangements can be made for an interpreter. *El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretacion llame al (209) 385-6752, 48 horas antes de la junta, para poder hacer arreglos de intepretacion. Lub District tos txhais lus Hmoob thiab lwm hom lus tuaj koom ntawm Board cov rooj sibtham. Leej twg vas tuaj koom thiab xav tau ib tus neeg pab txhais lus yuav tsum hu (209) 385-6754, 48 teev tuaj ua ntej ntawm lub rooj sibtham, li ntawd thiab npaj tau tus neeg tuaj txhais lus.*

Community members have two opportunities to address the Board of Education.

If you wish to address the Board on an agenda item, please do so when that item is called. Some agenda items are designated a specific start time and the Board will consider that item at the designated time or as soon as practical thereafter. **The start times are only an estimate.** Presentations will be limited to a maximum of three (3) minutes. Time limitations are at the discretion of the President of the Board.

Individuals have an opportunity to address the Board during the Period for Public Discussion on topics within the subject matter jurisdiction of the Board not listed on this agenda. Presentations will be limited to a maximum of three (3) minutes, with a total of twenty (20) minutes designated for this portion of the agenda. Individuals with questions on school district issues may submit them in writing. The Board will automatically refer requests to the Superintendent.

(These proceedings are being recorded.)

I. OPENING BUSINESS - 6:00 P.M.

- A. Call Public Session to Order
- B. Roll Call

II. PUBLIC COMMENT PRIOR TO CLOSED SESSION

- A. Identification of Closed Session Topics
- B. *Comments And/Or Questions From The Audience*
- C. Adjourn To Closed Session

III. CLOSED SESSION

- A. STUDENT EXPULSION
 - Student Case No. 1-2011-2012
 - Student Case No. 2-2011-2012
- B. PUBLIC EMPLOYEE: DISCIPLINE/DISMISSAL/RELEASE

IV. OPEN SESSION - 7:00 P.M.

- A. Call to Order
- B. Roll Call

V. FLAG SALUTE

VI. APPROVAL OF AGENDA

VII. ITEMS OF INTEREST

- A. **Board members and district administrators** may report on activities, such as school visits, meetings, and conferences.
- B. **Written Communications**
- C. **Board Reports**
Board member representatives to various committees may report on actions and discussion at those committee meetings held since the last meeting of the Board of Education. Board representatives may receive direction for future committee meetings.

VIII. REPORT

E-14-11-12 Student Attendance

**Ms. Dossetti
Mr. Blount**

IX. CONSENT

Items listed under the Consent Calendar are considered to be routine and are acted on by the Board of Education in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Calendar. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Calendar approved by the Board of Education shall be deemed to have been considered in full and adopted as recommended.

a. Superintendent

S-11-11-12 Meeting Minutes **Dr. P. Duran**
It is recommended that the Board of Education approve the minutes from the regular meeting of September 27, 2011.

b. Administrative Services

A-37-11-12 Employment Transactions - Certificated Personnel **Mr. Spicer**
Approval is recommended for certificated personnel items.

A-38-11-12 Employment Transactions - Classified Personnel **Mr. Spicer**
Approval is recommended for classified personnel items.

c. Fiscal Services

F-13-11-12 Warrants **Mr. Spicer**
It is recommended that the Board of Education ratify the list **Ms. Cavallero** of warrants issued in the following consecutively numbered warrant registers.

F-14-11-12 Budget Transfers **Mr. Spicer**
It is recommended that the Board of Education ratify the list **Ms. Cavallero** of budget transfers completed during the month of September 1 through September 30, 2011.

X. BOARD ACTION

Members of the public may address the Board on an agenda item when that agenda item is being discussed by the Board.

a. Superintendent

S-12-11-12 Gifts/Grants And Bequests Dr. P. Duran
It is recommended that the Board of Education accept the gifts/grants and bequests in the amount of \$55.00.

S-13-11-12 Public Hearing To Review Proposed Trustee Election Dr. P. Duran
Redistricting Mapping Options (C2 and D)
It is recommended that the Board of Education hold a public hearing and review the proposed maps (C2 and D) of trustee redistricting areas within the Merced City School District.

Public Hearing Opened:

Comments:

Public Hearing Closed:

b. Educational Services

E-15-11-12 Student Expulsion Ms. Dossetti
It is recommended that the Board of Education adopt the findings of fact, rehabilitation plan, and readmission date as set forth in the recommendation of the administrative panel and approve the expulsion of Student Case No. 1-2011-2012. **Dr. Testa**

E-16-11-12 Student Expulsion Ms. Dossetti
It is recommended that the Board of Education adopt the findings of fact, rehabilitation plan, and readmission date as set forth in the recommendation of the administrative panel and approve the expulsion of Student Case No. 2-2011-2012. **Dr. Testa**

**Board of Education
 Meeting Schedule
 2011-2012 School Year**

<u>Date Of Meeting</u>	<u>Time</u>	<u>Location</u>
Tuesday, August 9, 2011	7:00 p.m.	Board Room
Tuesday, August 23, 2011	7:00 p.m.	Board Room
First day of school - (August 15)		
Tuesday, September 13, 2011	7:00 p.m.	Board Room
Tuesday, September 27, 2011	7:00 p.m.	Sheehy School
Tuesday, October 11, 2011	7:00 p.m.	Peterson School
Tuesday, October 25, 2011	7:00 p.m.	Gracey School
Tuesday, November 15, 2011	7:00 p.m.	Hoover School
Nov. 8 – Election Day *Thanksgiving Week - (November 21-25)		
Tuesday, December 13, 2011	7:00 p.m.	Board Room
*Winter Break - (December 16-January 3)		
Tuesday, January 17, 2012	7:00 p.m.	Board Room
Tuesday, February 14, 2012	7:00 p.m.	Wright School
Tuesday, February 28, 2012	7:00 p.m.	Fremont School
Tuesday, March 13, 2012	7:00 p.m.	Board Room
Tuesday, March 27, 2012	7:00 p.m.	Chenoweth School
Tuesday, April 17, 2012	7:00 p.m.	Stowell School
*Spring Break - (April 2 - 9)		
Tuesday, May 8, 2012	7:00 p.m.	Cruickshank School
Tuesday, May 22, 2012	7:00 p.m.	Board Room
Graduation - (May 31)		
Tuesday, June 12, 2012	7:00 p.m.	Board Room
Tuesday, June 26, 2012	7:00 p.m.	Board Room

Meeting dates may change.
 (*Local Recess) - No School

Merced City School District Board Room: 444 West 23rd Street

**MINUTES OF THE REGULAR MEETING OF THE GOVERNING BOARD OF THE
MERCED CITY SCHOOL DISTRICT**

Sheehy Elementary School

September 27, 2011

- CALL TO ORDER: The meeting was called to order by Mr. Cox at 6:02 p.m.
- MEMBERS PRESENT: Mr. Darrell Cherf (arrived at 6:07 p.m.), Mr. Adam Cox, Ms. Jessica Kazakos, Mr. Gene Stamm, Dr. Susan Walsh
- CLOSED SESSION: The Board met in closed session from 6:03 p.m. to 7:02 p.m. to discuss:
- PUBLIC EMPLOYEE: APPOINTMENT/ DISCIPLINE/ DISMISSAL/ RELEASE
 - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation: Two (2) potential cases, Gov. Code 54956.9(b)
- OPEN SESSION: The Board reconvened to open session at 7:03 p.m.
- MEMBERS PRESENT: Mr. Darrell Cherf, Mr. Adam Cox, Ms. Jessica Kazakos, Mr. Gene Stamm, Dr. Susan Walsh
- STAFF PRESENT: District Superintendent, Dr. RoseMary Parga Duran; Associate Superintendent, Mr. Greg Spicer; Assistant Superintendent, Educational Services, Ms. Annie Dossetti; Administrative Assistant to the Superintendent, Ms. Kathie Kubo; Chief Fiscal Officer, Ms. Kris Cavallero; Chief Operations Officer, Mr. Kraig Magnussen; Director of Special Education and Pupil Services, Dr. Ken Testa; Director of Information Technology/Support Services, Mr. Greg Blount; Principal, Ms. Irma Ayala, Olson; Principal, Ms. Tara Bright; Principal, Ms. Elena Castro; Principal, Mr. Doug Collins; Principal, Mr. Vance D'Escoto; Principal, Mr. Brian Ferguson; Principal, Mr. Rojelio Gutierrez; Principal, Ms. Sandi Hamilton; Principal, Mr. Cesar Hernandez; Principal, Ms. Paula Heupel; Principal, Mr. Jose Muñoz; Acting Principal, Ms. Catherine Puckett; Principal, Dr. Dalinda Saich; Principal, Ms. Teresa Saldivar-Morse; Principal, Ms. Lucrecia Sicairos; Principal, Ms. Trisha Wylie; Assistant Principal, Ms. Juanita Pedrozo; Learning Director, Ms. Donna Grove; Learning Director, Ms. Diane Shaw; Learning Director, Ms. Lisa Slaton; MCTA Vice President, Mr. Gary Arzamendi
- PLEDGE OF ALLEGIANCE: Mr. Adam Cox, clerk
- REPORT OF ACTION TAKEN IN CLOSED SESSION: No action.
- APPROVAL OF AGENDA: It was moved by Mr. Stamm, seconded by Mr. Cox, to approve the agenda as presented. Motion carried.

ITEMS OF INTEREST:

BOARD

- Ms. Kazakos visited Chenoweth, Gracey and Peterson Schools. She also attended the Healthy School Summit.
- Mr. Cox attended a Merced County School Board Association meeting on September 15. He reminded board members that MCSDB is hosting the Fall Dinner meeting of MCSBA on October 20 at Tenaya Middle School. Mini-grants will again be offered this year to a possible maximum amount of \$1,600.

SCHOOL SHOWCASE:

Sheehy Elementary School Principal, Ms. Lucrecia Sicairos reported on Student Achievement Data (API/AYP) for the 2010-11 school year.

REPORTS:

CALIFORNIA STANDARDS TEST
2010-2011

Assistant Superintendent, Educational Services, Ms. Annie Dossetti presented the results of the 2010-2011 California Standards Test (CST) and acknowledged site Principals with Certificates of Recognition.

RIVERA JOINT-USE GYM FACILITIES
PROJECT

Chief Operations Officer, Mr. Kraig Magnussen presented an update on the Rivera Joint-Use Gym Facilities Project.

CONSENT:

It was moved by Mr. Stamm, seconded by Dr. Walsh, to approve the Consent Agenda. Motion carried.

Superintendent

Meeting Minutes

- Approval of the regular meeting minutes of September 9, 2011

Employment Transactions -
Certificated Personnel:

- Approval of the following certificated personnel items:

A. **Employment**

Substitutes:

Julie Vang – Multiple Subject

Employment Transactions -
Classified Personnel:

- Approval of the following classified personnel items:

A. **Employment**

Sandra Bravo, Health Assistant, Muir School, effective 9/6/2011

Angel J. Briceno, Cafeteria Food Packager, Hoover Middle School, effective 9/14/2011

Yolanda A. Haro, Cafeteria Food Packager, Hoover Middle School, effective 9/13/2011

Alfonso R. Torres, Cafeteria Food Packager, Hoover Middle School, effective 9/14/2011

B. **Change of Status**

Givona L. Allen, From Cafeteria Food Packager, Tenaya Middle School to Health Assistant, Reyes School, effective 9/6/2011

C. **Unpaid Leave of Absence**

Alicia Flores, Instructional Assistant: SDC, Givens School, Unpaid Leave of Absence from 9/19/2011 through 10/28/2011, effective 9/19/2011

Fiscal Services

Warrants

- Approval of the ratification of the list of warrants issued in the following consecutively numbered warrant registers:

<u>Warrant Numbers</u>	<u>Dated</u>	<u>Total Amount:</u>
031077-031169	9/9/11	\$865,617.13

Budget Transfers

- Approval of the ratification of the list of budget transfers completed during the month of August 1 through August 31, 2011

BOARD ACTION

SUPERINTENDENT

GIFTS/GRANTS AND BEQUESTS

It was moved by Mr. Cox, seconded by Ms. Kazakos, to accept the gifts/grants and bequests in the amount of \$1,863.38. Motion carried.

ADMINISTRATIVE SERVICES:

NEW JOB DESCRIPTION
EARLY MENTAL HEALTH
INITIATIVE GRANT – CHILD AIDE
SECOND READING

It was moved by Mr. Cox, seconded by Dr. Walsh, to approve the new job description for Child Aide for Early Mental Health Initiative Grant as a second reading. Motion carried.

ACCOUNTING TECHNICIAN JOB
DESCRIPTION – REVISED – FIRST
AND SECOND READING

It was moved by Dr. Walsh, seconded by Mr. Cox, to approve the revisions to the Accounting Technician job description as a first and second reading. Motion carried.

RIVERA JOINT-USE GYM
PROJECT – REQUEST FOR
CHANGE ORDER – CATEGORY 10

It was moved by Mr. Cox, seconded by Mr. Stamm, to accept the Request for Change Order (RCO 1-10) from Tarlton & Son, Inc. Motion carried.

MEMORANDUM OF
UNDERSTANDING REGARDING
SELPA TRANSPORTATION
MANAGEMENT AND
MONITORING

It was moved by Ms. Kazakos, seconded by Dr. Walsh, to approve the Memorandum of Understanding between the Merced County Office of Education and the Merced City School District to provide management and monitoring services for the Special Education Local Plan Area Transportation Program. Motion carried.

FISCAL SERVICES:

2011-12 K-3 CLASS SIZE
REDUCTION OPERATIONS
APPLICATIONS

It was moved by Mr. Stamm, seconded by Ms. Kazakos, to approve the 2011-12 Operations Applications and Certifications for K-3 Class Size Reduction. Motion carried.

COMMUNICATIONS:

No items.

ROUND TABLE:

The Board decided to move the location of the Tuesday, October 11 regular board meeting to Peterson Elementary School – 7:00 p.m.

ADJOURNMENT:

The meeting adjourned at 7:53 p.m.

Secretary

Clerk

REPORT

MERCED CITY SCHOOL DISTRICT

TO: RoseMary Parga Duran, Ed.D.
District Superintendent

FROM: Annie Dossetti
Assistant Superintendent, Educational Services

PREPARED BY: Greg Blount
Director, Information Technology and Support Services

DATE: October 11, 2011

SUBJECT: **REPORT ON ATTENDANCE**

Background

The District places high importance on daily attendance of our students. Mr. Greg Blount, Director of Information Technology and Support Services, will present a status update on the district attendance and enrollments.

CONSENT

MERCED CITY SCHOOL DISTRICT

TO: Board of Education

FROM: RoseMary Parga Duran, Ed.D.
District Superintendent

DATE: October 11, 2011

SUBJECT: **MEETING MINUTES**

Recommendation

It is recommended that the Board of Education approve the minutes from the regular meeting of September 27, 2011.

Background

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. (BP 9320)

Fiscal Impact

Revenue: None
Expenditure: None
Budget Category: None

MERCED CITY SCHOOL DISTRICT

TO: RoseMary Parga Duran, Ed.D.
District Superintendent

FROM: Greg Spicer
Associate Superintendent, Administrative Services

PREPARED BY: Denise Hernandez
Personnel Specialist

DATE: October 11, 2011

SUBJECT: **EMPLOYMENT TRANSACTIONS – CERTIFICATED PERSONNEL**

Recommendation

Approval is recommended for the following certificated personnel items:

A. Employment

Catherine Hines

Clinician
Stowell Elementary School
Effective 9/28/2011

Substitutes

Silvia Herrera – Multiple Subject
Christy M. Tatum – Multiple Subject
Destiny H. Troxell – Multiple Subject

Fiscal Impact

Revenue: None

Expenditure: None

Budget Category: General Fund

MERCED CITY SCHOOL DISTRICT

TO: RoseMary Parga Duran, Ed.D.
District Superintendent

FROM: Greg Spicer
Associate Superintendent, Administrative Services

PREPARED BY: Elsa Servin
Personnel Specialist

DATE: October 11, 2011

SUBJECT: **EMPLOYMENT TRANSACTIONS – CLASSIFIED PERSONNEL**

Recommendation

Approval is recommended for the following classified personnel items.

A. Resignation

Lisa A. Waites	Instructional Assistant Valley Community School (K-5) Effective 9/30/2011
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B. Termination

Josie Herrera	Instructional Assistant 39-Month Rehire List Effective 9/22/2011
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Fiscal Impact

Revenue: None

Expenditure: None

Budget Category: General Fund

MERCED CITY SCHOOL DISTRICT

TO: RoseMary P. Duran, Ed.D.
District Superintendent

FROM: Greg Spicer
Associate Superintendent

PREPARED BY: Kris Cavallero
Chief Fiscal Officer

DATE: October 11, 2011

SUBJECT: **WARRANTS**

Recommendation

It is recommended that the Board of Education ratify the list of warrants issued in the following consecutively numbered warrant registers:

Warrant Numbers	Dated	Amount
034471-034554	9/16/11	\$ 1,187,513.41
036872-036940	9/23/11	\$ 737,474.37
041801-041812	9/28/11	\$ 75,811.46
	Total	\$ 2,000,799.24

Background

The warrants listed have been issued in accordance with the District's Purchasing Policy (BP 3314).

Fiscal Impact

Revenue: None
Expenditure: \$ 2,000,799.24
Budget Category: Various

Merced City School District
WARRANT REGISTER FOR WARRANTS DATED 09/16/11

APY220ME H.00.02

WARR NUMBER	VENDOR NUMBER	PAYEE NAME	FUND	AMOUNT	WARR NUMBER	VENDOR NUMBER	PAYEE NAME	FUND	AMOUNT
034471	005164	ABS DIRECT	03270	432.86	034472	000005	ACE PIPE & STEEL INC	03270	144.56
034473	000061	AIRGAS NGN	03270	101.18	034474	012906	ALHAMBRA & SIERRA	03270	94.00
034475	001930	AMERIPRIDE UNIFORM SERVICES	03270	532.10	034476	009207	APPLIED INDUST TECHNOLOGIES	03270	496.95
034477	010118	AURORA ASCENCIO	03270	61.88	034478	005331	BANK OF AMERICA	03270	56.80
034479	000183	BETTIS GLASS	03270	221.00	034480	012329	BIG CREEK	03270	508.56
034481	012847	BILL'S TOW STORAGE AND	03270	150.00	034482	013081	CALIFORNIA CARTRIDGE COMPANY	03270	1,418.00
034483	000431	CONSOLIDATED ELECTRICAL DIST	03270	1,639.83	034484	011010	CORNER STONE STAFFING	03270	877.80
034485	013046	CREATIVE BUS SALES INC	03270	198.78	034486	009357	DON'S MOBILE GLASS INC	03270	256.46
034487	008518	EWING IRRIGATION	03270	2,424.34	034488	007963	FASTENAL COMPANY	03270	12.19
034489	011324	FERGUSON ENTERPRISES INC	03270	1,250.48	034490	005201	FOUNDATION FOR MEDICAL CARE	03270	17,628.32
034491	012337	FOUNDATION FOR MEDICAL CARE	03270	474.20	034492	000722	FRESNO CO OFFICE OF EDUCATION	03270	150.00
034493	003169	W W GRAINGER INC	03270	455.93	034494	011005	HONEYWELL INTERNATIONAL - ADI	03270	210.59
034495	009711	HORIZON	03270	125.76	034496	013016	HOT TANK SUPPLY CO	03270	139.84
034497	013083	IRIS EDUCATIONAL MEDIA	03270	520.00	034498	012267	JOHNSTONE SUPPLY	03270	2,055.08
034499	000997	KELLOGG'S SUPPLY	03270	859.89	034500	008368	LOZANO/SMITH/SMITH/WOLIVER &	03270	4,818.42
034501	001117	MCNAMARA SPORTS INC	03270	4,126.81	034502	001169	MERCED COUNTY REGIONAL WASTE	03270	85.88
034503	001065	MERCED SUN-STAR	03270	217.50	034504	005572	MERCED TRUCK & TRAILER INC	03270	1,344.98
034505	012324	MDSPACE	03270	498.49	034506	002256	MOOSEHEAD ELECTRONICS	03270	80.00
034507	007283	THE NOBLE GROUP DBA	03270	50.00	034508	003519	OFFICE DEPOT INC	03270	2,166.05
034509	011419	JAN OWEN	03270	46.36	034510	011545	PRO TECH SECURITY	03270	168.00
034511	011599	PROJECT WISDOM INC	03270	539.00	034512	001843	ROCHESTER 100	03270	325.50
034513	012827	RUSSELL SIGLER INC	03270	1,269.97	034514	001464	SAVE MART SUPERMARKETS	03270	52.24
034515	000361	SCHOOL SPECIALTY	03270	1,111.02	034516	010561	THE SIGN GUYS	03270	270.81
034517	012608	SISC III	03270	873,825.70	034518	000133	SMITH AUTO PARTS INC	03270	1,384.16
034519	001603	SOUTHWEST SCH & OFFICE SUPPLY	03270	651.22	034520	004824	SPURR/REMAC	03270	2,850.75
034521	007038	TIME FOR KIDS INC	03270	1,890.00	034522	010873	VALLEY RENTAL CENTERS INC	03270	3,618.09
034523	007061	WARD ENTERPRISES	03270	241.46	034524	013081	CALIFORNIA CARTRIDGE COMPANY	03271	448.24
034525	001117	MCNAMARA SPORTS INC	03271	385.10	034526	004824	SPURR/REMAC	03271	94.74
034527	000376	CITY OF MERCED	03275	91,294.00	034528	013094	MARIAN CORTINAS	03275	438.01
034529	003519	OFFICE DEPOT INC	03275	509.76	034530	001368	PG&E	03275	419.78
034531	004824	SPURR/REMAC	03275	8.65	034532	012906	ALHAMBRA & SIERRA	03275	56.34
034533	013085	AMS PRINTING	03263	133.63	034534	002580	BOB'S REFRIGERATION	03263	1,428.17
034535	013081	CALIFORNIA CARTRIDGE COMPANY	03263	102.36	034536	000178	CHANNING BETE CO INC	03263	81.84
034537	000431	CONSOLIDATED ELECTRICAL DIST	03263	344.80	034538	004128	THE DANIELSEN CO	03263	11,226.36
034539	009357	DON'S MOBILE GLASS INC	03263	236.84	034540	012597	G & K SERVICES INC	03263	125.54
034541	011151	MADERA PRODUCE INC	03263	5,211.35	034542	005080	PIERRE FROZEN FOODS	03263	13,259.12
034543	012156	PLATINUM PACKAGING GROUP	03263	2,376.00	034544	009919	SCHOOL LUNCH PRODUCTS INC	03263	1,910.40
034545	011620	SYSCO FOOD SERV OF CENTRAL CA	03263	9,644.70	034546	012949	TRANSOURCE	03263	779.00
034547	010808	TYSON FOODS INC	03263	6,027.60	034548	011779	VALLEY FOOD SERVICE	03263	1,555.33
034549	012197	WESTSIDE WATER CONDITIONING	03263	485.29	034550	012827	RUSSELL SIGLER INC	03276	6,428.31
034551	011802	IOMLAN CONSTRUCTION SVCS INC	03277	8,440.00	034552	012337	FOUNDATION FOR MEDICAL CARE	03267	700.00
034553	012337	FOUNDATION FOR MEDICAL CARE	03264	3,311.00	034554	005241	MERCED CITY SCHOOL DISTRICT	03264	84,921.36

TOTAL AMOUNT OF ALL WARRANTS \$1,187,513.41***

Merced City School District
 WARRANT REGISTER FOR WARRANTS DATED 09/23/11

AFY220ME H.00.02

WARR NUMBER	VENDOR NUMBER	PAYEE NAME	FUND	AMOUNT	WARR NUMBER	VENDOR NUMBER	PAYEE NAME	FUND	AMOUNT
036872	007716	A-Z BUS SALES INC	03270	1,587.97	036873	000036	ACADEMIC THERAPY PUBLICATIONS	03270	841.56
036874	008470	ACTION COMPUTERS	03270	113.03	036875	012464	ADVANCED CHEMICAL TRANSPORT	03270	2,034.99
036876	000349	CENTRAL VALLEY HARDWARE CO	03270	645.06	036877	012872	COUSIN'S VIDEO INC	03270	115.20
036878	010932	CUMMINS WEST INC	03270	445.71	036879	012922	EDUCATION LOGISTICS INC	03270	3,278.00
036880	013071	EDUCATIONAL CONSULTING	03270	3,200.00	036881	000636	ELGIN SCHOOL SUPPLY CO INC	03270	3,420.44
036882	007963	FASTANEL COMPANY	03270	767.77	036883	000749	GATEWAY FIRE EQUIPMENT	03270	1,446.50
036884	001036	LAKESHORE	03270	925.84	036885	001078	LINGUISYSTEMS INC	03270	4,791.60
036886	012881	LOWE'S	03270	1,026.88	036887	011590	LPI INC	03270	2,100.00
036888	007886	THE MARKERBOARD PEOPLE	03270	561.00	036889	001534	MCGRAW-HILL	03270	38,900.97
036890	009224	MERCED COMMERCIAL PEST CONTROL	03270	300.00	036891	008555	MERCED COUNTY ELECTION DEPT	03270	150.00
036892	002212	MERCED IRRIGATION DISTRICT	03270	32,468.97	036893	008130	GE MOVA	03270	21.65
036894	012239	NCS PEARSON INC	03270	234.33	036895	003519	OFFICE DEPOT INC	03270	3,685.24
036896	009702	PARKER'S ACE HARDWARE INC	03270	1,456.41	036897	001368	PG&E	03270	98,111.76
036898	008015	PREFERRED ALLIANCE INC	03270	61.00	036899	011545	PRO TECH SECURITY	03270	12,442.00
036900	004115	PYRAMID SCHOOL PRODUCTS	03270	9,190.68	036901	005690	RADIO SHACK CORPORATION	03270	16.07
036902	009839	RENAISSANCE LEARNING INC	03270	279.00	036903	001448	SAN JOAQUIN GLASS INC	03270	293.00
036904	003103	SCHOLASTIC INC	03270	7,753.89	036905	001564	SHERWIN WILLIAMS CO	03270	1,691.29
036906	009634	SHRED IT CENTRAL CA INC	03270	82.93	036907	000133	SMITH AUTO PARTS INC	03270	276.98
036908	012621	STAPLES ADVANTAGE	03270	148.27	036909	003244	SUPER DUPEP PUBLICATIONS	03270	469.00
036910	011678	TESEI PETROLEUM	03270	15,733.83	036911	011913	TIRE DISTRIBUTION SYSTEMS INC	03270	7,280.32
036912	009467	TRANSIT JOINT POWERS AUTHORITY	03270	230.00	036913	010786	ULTIMATE OFFICE	03270	120.86
036914	001368	PG&E	03271	4,926.01	036915	010397	ME-N-EDS INC	03275	51.73
036916	003519	OFFICE DEPOT INC	03275	125.51	036917	011250	PARENTS AS TEACHERS NAT'L CTR	03275	100.00
036918	001368	PG&E	03275	1,428.93	036919	012573	TAYLOR TETER PARTNERSHIP LLP	03275	2,191.21
036920	001930	AMERIPRIDE UNIFORM SERVICES	03263	10.90	036921	006270	CALIFORNIA DEPT OF EDUCATION	03263	1,300.00
036922	011010	CORNER STONE STAFFING	03263	50.16	036923	011383	KRAMER'S ELECTRIC	03263	811.00
036924	007394	LA TAPATIA TORTILLERIA INC	03263	1,037.00	036925	011151	MADERA PRODUCE INC	03263	4,937.30
036926	001232	MODERN AIR MECHANICAL INC	03263	1,110.00	036927	008687	PRODUCERS DAIRY FOODS INC	03263	26,770.34
036928	012621	STAPLES ADVANTAGE	03263	77.17	036929	011620	SYSCO FOOD SERV OF CENTRAL CA	03263	4,342.12
036930	011085	TS WOO DISTRIBUTING	03263	1,446.00	036931	006322	ELESCO	03276	12,573.23
036932	012962	APLEGATE JOHNSTON INC	03277	20,780.51	036933	012595	DC GRADING & PAVING INC	03277	33,234.05
036934	012963	DIEDE CONSTRUCTION INC	03277	26,937.00	036935	012988	DOEFMEIER MASONRY INC	03277	3,600.00
036936	012987	HARRIS BUILDERS INC	03265	251,952.30	036937	001232	MODERN AIR MECHANICAL INC	03265	28,379.70
036938	006322	ELESCO	03273	4,459.83	036939	012903	PRIORITY ROOFING SOLUTIONS INC	03273	19,155.97
036940	005241	MERCED CITY SCHOOL DISTRICT	03264	26,926.60					

TOTAL AMOUNT OF ALL WARRANTS \$737,474.37***

Merced City School District
WARRANT REGISTER FOR WARRANTS DATED 09/28/11

APY220ME H.00.02

WARR NUMBER	VENDOR NUMBER	PAYEE NAME	FUND	AMOUNT	WARR NUMBER	VENDOR NUMBER	PAYEE NAME	FUND	AMOUNT
041801	012692	NADIA GONZALEZ	03270	244.50	041802	001930	AMERIPRIDE UNIFORM SERVICES	03263	10.90
041803	004128	THE DANIELSEN CO	03263	3,653.93	041804	013082	DOS ROJOS FOOD CO	03263	4,928.40
041805	007428	GOLD STAR FOODS INC	03263	14,046.34	041806	011113	JENNIE-O TURKEY STORE	03263	7,746.00
041807	011151	MADERA PRODUCE INC	03263	2,468.15	041808	001232	MODERN AIR MECHANICAL INC	03263	7,743.00
041809	008778	PLASTIC PACKAGE INC	03263	1,021.20	041810	009919	SCHOOL LUNCH PRODUCTS INC	03263	18,834.48
041811	008494	SCHWAN'S FOODSERVICE INC	03263	15,049.96	041812	011620	SYSCO FOOD SERV OF CENTRAL CA	03263	64.60

TOTAL AMOUNT OF ALL WARRANTS \$75,811.46***

MERCED CITY SCHOOL DISTRICT

TO: RoseMary P. Duran, Ed.D.
District Superintendent

FROM: Greg Spicer
Associate Superintendent

PREPARED BY: Kris Cavallero
Chief Fiscal Officer

DATE: October 11, 2011

SUBJECT: **BUDGET TRANSFERS**

Recommendation

It is recommended that the Board of Education ratify the list of budget transfers completed during the month of September 1 through September 30, 2011.

Background

Budget transfer transactions have been completed as necessary to permit payment of the obligations incurred by Merced City School District.

The Budget Transfer Transactions list will be provided to the Board for review.

Fiscal Impact

Revenue: N/A
Expenditure: N/A
Budget Category: Various

SUPERINTENDENT

MERCED CITY SCHOOL DISTRICT

TO: Board of Education

FROM: RoseMary Parga Duran, Ed.D.
District Superintendent

DATE: October 11, 2011

SUBJECT: **GIFTS/GRANTS AND BEQUESTS**

Recommendation

It is recommended that the Board of Education accept the gifts/grants and bequests in the amount of **\$55.00**.

<u>School/Department</u>	<u>Description</u>	<u>Donated By</u>	<u>Value</u>
Peterson School	Notebooks (one for each student)	A.A.H. Massage (Andrea Krebs)	\$55.00

Background: As a result of Board Policy 3290, Gifts/Grants/Bequests, adopted by the Board on October 3, 1989, the items listed above reflect what has been received by a school and/or department in the district.

Fiscal Impact

Revenue: \$55.00

Expenditure: None

Budget Category: Instructional Supplies

MERCED CITY SCHOOL DISTRICT

TO: Board of Education

FROM: RoseMary Parga Duran, Ed.D.
District Superintendent

DATE: October 11, 2011

SUBJECT: **PUBLIC HEARING TO REVIEW PROPOSED TRUSTEE ELECTION
REDISTRICTING MAPPING OPTIONS (C2 AND D)**

Recommendation

It is recommended that the Board of Education hold a public hearing and review the proposed maps (C2 and D) of trustee redistricting areas within the Merced City School District.

Background

The Merced City School District currently uses a by-trustee area election process to elect its governing board members. The next election cycle for Board of Education members will be in November 2012.

Education Code section 5019.5 requires school districts that elect by-trustee area to adjust the trustee area boundaries following each decennial federal census using population figures validated by the Population Research Unit of the Department of Finance.

The adjustments shall ensure that the population of each trustee area is proportional pursuant to Education Code section 5019.5(a)(1) or (2).

The District retained the services of the Merced County Association of Governments (“MCAG”) to prepare draft adjusted trustee area boundary plans for the District’s consideration. Mapping options A, B, B2, C, C2, D and E were presented to the Board of Education for consideration.

Fiscal Impact

Revenue: None
Expenditure: None
Budget Category: None

EDUCATIONAL SERVICES

MERCED CITY SCHOOL DISTRICT

TO: RoseMary Parga Duran, Ed.D.
District Superintendent

FROM: Annie Dossetti
Assistant Superintendent, Educational Services

PREPARED BY: Ken Testa, Ed.D.
Director, Special Education and Pupil Services

DATE: October 11, 2011

SUBJECT: **STUDENT EXPULSION**

Recommendation

It is recommended that the Board of Education adopt the findings of fact, rehabilitation plan, and readmission date as set forth in the recommendation of the administrative panel and approve the expulsion of Student # 1/2011-12.

Background

The Board of Education may review and deliberate this item only in closed session. The Board of Education must vote in open session concerning each student.

Fiscal Impact

Revenue: None

Expenditure: None

Budget Category: None

MERCED CITY SCHOOL DISTRICT

TO: RoseMary Parga Duran, Ed.D.
District Superintendent

FROM: Annie Dossetti
Assistant Superintendent, Educational Services

PREPARED BY: Ken Testa, Ed.D.
Director, Special Education and Pupil Services

DATE: October 11, 2011

SUBJECT: **STUDENT EXPULSION**

Recommendation

It is recommended that the Board of Education adopt the findings of fact, rehabilitation plan, and readmission date as set forth in the recommendation of the administrative panel and approve the expulsion of Student # 2/2011-12.

Background

The Board of Education may review and deliberate this item only in closed session. The Board of Education must vote in open session concerning each student.

Fiscal Impact

Revenue: None

Expenditure: None

Budget Category: None

ADMINISTRATIVE SERVICES

MERCED CITY SCHOOL DISTRICT

TO: RoseMary Parga Duran, Ed.D.
District Superintendent

FROM: Greg Spicer
Associate Superintendent, Administrative Services

PREPARED BY: Kraig Magnussen
Chief Operations Officer

DATE: October 11, 2011

SUBJECT: **FACILITIES LEASE AGREEMENTS BETWEEN MERCED
COUNTY OFFICE OF EDUCATION (MCOE) AND THE MERCED
CITY SCHOOL DISTRICT**

Recommendation

It is recommended that the Board of Education authorize the Merced County Office of Education to continue the use of ground and facility lease agreements with the Merced City School District at various sites within the District.

Background

The District annually has entered into lease agreements with MCOE for use of classrooms to house the County's Special Education Programs. The cost and benefit considerations have been reviewed by District staff and are considered appropriate. Currently, MCOE is requesting to lease property at the sites listed below, consistent with past agreements. The annual fees include the per month charge for an 11-month period, District provided utilities, as well as maintenance and custodial services on District owned facilities. The District will provide only custodial services on MCOE owned facilities.

- MCOE owned classrooms: Chenoweth Elementary School, Fremont Charter School, Givens Elementary School, Hoover Middle School Rivera Middle School, , , and.
- Peterson Elementary School. This is a "Trade of Premises" agreement for the District's use of the MCOE owned Peterson Elementary School Classroom #24. The District is providing maintenance, utilities, and custodial services for the MCOE owned Peterson Elementary School Classroom #26 at no cost. The five other classrooms are charged at the \$5,200 per class room rate.
- Burbank Elementary School, Chenoweth Elementary School, Reyes Elementary School (three classrooms), Sheehy Elementary School, Wright Elementary School, Cruickshank Middle School (two classrooms).

Fiscal Impact

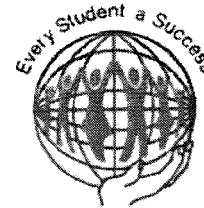
Revenue: \$98,800.00

Expenditure: \$85,609.72

Budget Category: Fund 42 – Special Reserve, Resource 0000 – Undesignated

Merced County Office of Education

Steven E. Gomes, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
MERCED CITY SCHOOL DISTRICT
for

**ADA GIVENS ELEMENTARY, RUDOLPH RIVERA MIDDLE, DONN B. CHENOWETH,
FREMONT CHARTER AND HOOVER MIDDLE SCHOOL**

This Facility Lease (hereinafter "Lease") is made effective July 1, 2011, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and MERCED CITY SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **LEASE OF PREMISES:** MCOE leases from District, and District leases to MCOE, the real property at Ada Givens, Rudolph Rivera Middle, Donn B. Chenoweth, Galen Clark, Fremont Charter, Hoover Middle School, in Merced, California upon which MCOE owned relocatable Ada Givens Elementary room 28, Rudolph Rivera Middle room 39, Donn B. Chenoweth room 31, Fremont Charter room 17 and Hoover Portable are located ("the premises").

2. **TERM:** The term of this Lease shall commence on July 1, 2011, and continue until June 30, 2012. The lease shall renew on a year-to-year basis commencing each July 1st unless District or MCOE notifies the other party in writing prior to February 15, 2012.

3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:

- (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
- (b) By mutual agreement of both parties; or
- (c) By MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
- (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.

4. **RENTAL:** Except as set forth in section 6 of this Lease no payments or rents are due under this Lease.

5. **USE OF PREMISES:** MCOE shall use the premises for the location of a relocatable building to be used for the purpose of serving students with severe

MCOE OWNED PORTABLE CLASSROOM

Ada Givens, Rivera, Chenoweth, Fremont, Hoover

632 West 13th Street Merced, California 95341 (209) 381-6600 www.mcoe.org

A-39-2011-2012

Page 2 of 16

disabilities enrolled. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.

6. MAINTENANCE AND REPAIRS: MCOE at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by MCOE as deemed necessary.

Maintenance of MCOE owned facilities to exclude projects on the approved Deferred Maintenance Plan.

MCOE shall have 30 days after notice from District to commence to perform its obligations under this section, except that MCOE shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If MCOE does not perform its obligations within the time limitations in this paragraph, District can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of MCOE's obligations.

District at its cost shall perform, or cause to be performed, custodial services that includes, but is not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)

MCOE shall pay the District annually \$5,200.00 for each classroom for District provided utilities, maintenance and custodial services. These fees will be increased annually by the MCOE Special Education COLA (11-12 0%).

No. of Classrooms	Charge per Month	No. of Months	Total Charges
5	472.73	11	26,000.00

7. ALTERATIONS: MCOE shall not make any structural or exterior alterations to the premises without District's consent. MCOE at its cost shall have the right to make, without District's consent, nonstructural alterations to the interior of the premises, which MCOE may require in order to conduct its operations on the premises.

8. MECHANICS' LIENS / STOP NOTICES: MCOE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. MCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for MCOE. MCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by District, MCOE procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. HOLD HARMLESS: MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

District agrees to indemnify, defend, and hold harmless MCOE from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of District, its officers, boards, agents, employees, servants or invitees, in connection with its obligations under this Lease, or in connection with its ownership of the premises and activities related thereto which MCOE may sustain because of bodily injury, including death, sustained by any person or persons, including employees of District, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons.

11. LIABILITY INSURANCE: MCOE shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars \$1,000,000.00 per occurrence combined single limit. District shall be named an additional insured on such policies.

District shall secure and maintain in force such insurance as will protect it from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with the performance of its obligations under the Lease or in connection with its ownership of premises and activities related thereto. Such insurance shall at a minimum be in the amount of \$1,000,000.00 per occurrence combined single limit. MCOE shall be named an additional insured on such policy.

12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, so as to cause substantial interference with MCOE's use of the premises, MCOE can terminate this Lease immediately by giving notice to District.

13. ASSIGNMENT: MCOE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except MCOE's authorized representatives) to occupy or use all or part of the premises, without first obtaining District's consent. Any assignment, encumbrance, or sublease without District's consent shall be voidable and, at District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default by MCOE:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to MCOE;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to MCOE. If the default cannot reasonably be cured within thirty (30) days, MCOE shall not be in default of this Lease if MCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that MCOE perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless District so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, MCOE will peacefully and quietly leave and surrender to District the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which MCOE has no control excepted. MCOE shall also deliver to District all keys to the premises, and leave a forwarding address for MCOE. MCOE shall be responsible for any damages that District may sustain from MCOE's failure to vacate the premises as agreed.

16. INSPECTION: District reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.

17. DAMAGES: If MCOE breaches this Lease and abandons the property before the end of the term, or if MCOE's right to possession is terminated by District because of a breach of the Lease, then in either such case, District may recover from MCOE all damages suffered by District as a result of MCOE's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or


to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION

Steven E. Gomes, County Superintendent



Susan Coston, Assistant Superintendent
Special Education Department

9/12/14

Date

MERCED CITY SCHOOL DISTRICT

Rosemary Parga-Duran, Superintendent

Date

Merced County Office of Education

Steven E. Gomes, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
MERCED CITY SCHOOL DISTRICT
for

**CHARLES WRIGHT, MARGARET SHEEHY, HERBERT H. CRUICKSHANK,
DONN B. CHENOWETH, ALICIA REYES, AND LUTHER BURBANK FACILITIES**

This Facility Lease (hereinafter "Lease") is made effective July 1, 2011, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and MERCED CITY SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. **LEASE OF PREMISES:** District leases to MCOE, and MCOE leases from District, the real property, including the facilities thereon, located at Charles Wright Room 14, Margaret Sheehy Room 12, Herbert H. Cruickshank Rooms A7 and B1, Donn B. Chenoweth Room 24, Alicia Reyes Center and Burbank Elementary Room 23 ("the premises").

2. **TERM:** The term of this Lease shall commence on July 1, 2011, and continue until June 30, 2012. The lease shall renew on a year-to-year basis commencing each July 1st unless MCOE or District notifies the other party in writing prior to February 15, 2012.

3. **TERMINATION OF LEASE:** It is understood that this Lease shall be terminated by any of the following events:

- (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
- (b) By mutual agreement of both parties; or
- (c) By the MCOE immediately in the case of destruction as provided for in section 12 of this Lease; or
- (d) By District upon default by MCOE as provided for in section 14 of this Lease if District elects termination as a remedy.

4. **RENTAL:** Except as set forth in section 6 of this Lease no payments or rents are due under this Lease.

5. **USE OF PREMISES:** MCOE shall use the premises as classroom space for the purpose of serving students with severe disabilities. MCOE shall have access to playground, cafeteria, etc. for the students enrolled.

DISTRICT OWNED CLASSROOM

Charles Wright, Sheehy, Cruickshank (2), Chenoweth, Reyes (3), Burbank
632 West 13th Street Merced, California 95341 (209) 381-6600 www.mcoe.org

A-39-2011-2012

Page 7 of 16

6. MAINTENANCE AND REPAIRS: District at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by District as deemed necessary.

District shall have 30 days after notice from MCOE to commence to perform its obligations under this section, except that District shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If District does not perform its obligations within the time limitations in this paragraph, MCOE can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of the District's obligations.

District at its cost shall provide supplies to keep the premises in good order, and shall at its cost keep and maintain all of its personal property in good order, condition, and repair.

District at its cost shall perform, or cause to be performed, custodial that includes, but is not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)

MCOE shall pay District annually \$5,200.00 for each classroom for District provided utilities, maintenance and custodial services. These fees will be increased annually by the MCOE Special Education COLA (11-12 0%).

No. of Classrooms	Charge per Month	No. of Months	Total Charges
9	472.73	11	46,800.00

7. ALTERATIONS: MCOE shall not make any structural or exterior alterations to the premises without District's consent. MCOE at its cost shall have the right to make, without District's consent, nonstructural alterations to the interior of the premises, which MCOE may require in order to conduct its operations on the premises. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease. MCOE shall have the right to remove from the premises prior to the effective date of the termination of the Lease, any alterations MCOE has made to the premises, as long as the removal will not cause any structural damage to the premises, and MCOE at its cost promptly restores any cosmetic damage caused by such removal.

8. MECHANICS' LIENS / STOP NOTICES: MCOE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. MCOE shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for MCOE. MCOE shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by District, MCOE procures and records a lien or stop notice release bond

issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: District shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. HOLD HARMLESS: MCOE agrees to indemnify, defend, and hold harmless District from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of MCOE, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which District may sustain because of bodily injury, including death, sustained by any person or persons, including employees of MCOE, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of District, whether active or passive, its or their officers, boards, agents, employees, or other persons.

District agrees to indemnify, defend, and hold harmless MCOE from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of District, its officers, boards, agents, employees, servants or invitees, in connection with its obligations under this Lease, or in connection with its ownership of the premises and activities related thereto which MCOE may sustain because of bodily injury, including death, sustained by any person or persons, including employees of District, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons.

11. LIABILITY INSURANCE: MCOE shall secure and maintain in force such insurance as will protect it from claims under the State Workers' Compensation Acts, and from claims for damages to persons or to property of others, including loss of use thereof, which may arise in connection with performance of its obligations under the Lease or in connection with the use or occupancy of the premises. Such insurance shall at a minimum be in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit. District shall be named an additional insured on such policies.

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12. DESTRUCTION: If, during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or

unusable, so as to cause substantial interference with MCOE's use of the premises, MCOE can terminate this Lease immediately by giving notice to District.

13. ASSIGNMENT: MCOE shall not voluntarily assign or encumber its interest in this Lease or in the premises, or allow any other person or entity (except MCOE's authorized representatives) to occupy or use all or part of the premises, without first obtaining District's consent. Any assignment, encumbrance, or sublease without District's consent shall be voidable and, at District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

14. DEFAULT: The occurrence of any of the following shall constitute a default by MCOE:

- (a) Failure to pay rent when due, if the failure continues for one (1) month after notice has been given to MCOE;
- (b) Abandonment and vacation of the premises (failure to occupy and operate the premises for more than one (1) month shall be deemed an abandonment and vacation);
- (c) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after notice has been given to MCOE. If the default cannot reasonably be cured within thirty (30) days, MCOE shall not be in default of this Lease if MCOE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this section shall specify the alleged default and the applicable lease provision, and shall demand that MCOE perform the provisions of this Lease and pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless District so elects in the notice.

15. SURRENDER OF PREMISES: On the last day of the term, or sooner termination of this Lease, MCOE will peacefully and quietly leave and surrender to District the premises with their appurtenances and fixtures in as good order, condition and repair as when accepted, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by the act of God, or by circumstances over which MCOE has no control excepted. MCOE shall also deliver to District all keys to the premises, and leave a forwarding address for MCOE. MCOE shall be responsible for any damages that District may sustain from MCOE's failure to vacate the premises as agreed.

16. INSPECTION: District reserves the right to enter the premises by prior appointment, and to employ the proper representatives in order to see that all things are done in the manner best calculated for the preservation of the property, and in full compliance with the terms and conditions of this Lease.


17. DAMAGES: If MCOE breaches this Lease and abandons the property before the end of the term, or if MCOE's right to possession is terminated by District

because of a breach of the Lease, then in either such case, District may recover from MCOE all damages suffered by District as a result of MCOE's failure to perform its obligations hereunder. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees to be paid by the losing party, as shall be fixed by the court.

18. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other party or to any other person shall be in writing, and either served personally or sent by certified or registered mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change in address.

19. MISCELLANEOUS: Time is of the essence of each provision of this Lease. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

MERCED COUNTY OFFICE OF EDUCATION
Steven E. Gomes, County Superintendent



Susan Coston, Assistant Superintendent
Special Education Department

9/12/11

Date

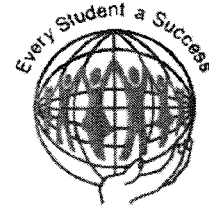
MERCED CITY SCHOOL DISTRICT

Rosemary Parga-Duran, Superintendent

Date

Merced County Office of Education

Steven E. Gomes, Ed.D., Superintendent



Equal Opportunity Employer

CONTRACT AGREEMENT
between
MERCED COUNTY OFFICE OF EDUCATION
and
MERCED CITY SCHOOL DISTRICT
for
ALLAN PETERSON ELEMENTARY SCHOOL FACILITIES

This Facility Lease (hereinafter "Lease") is made effective July 1, 2011, between MERCED COUNTY OFFICE OF EDUCATION (hereinafter referred to as "MCOE"), and MERCED CITY SCHOOL DISTRICT (hereinafter referred to as "District"), who agree as follows:

1. TRADE OF PREMISES: District's use of MCOE owned Peterson classroom Room 24 shall be considered a mutual trade for the district providing maintenance and custodial for the MCOE owned Peterson classroom Room 26.

In addition, the District agrees to provide maintenance and custodial services for MCOE owned Peterson Facility (Rooms 22, 23, 25, 27 & 28) at an annual rate of \$5,200 for each classroom. The total payment to the District is \$26,000.

2. TERM: The term of this Lease shall commence on July 1, 2011, and continue until June 30, 2012. The lease shall renew on a year-to-year basis commencing each July 1st unless District or MCOE notifies the other party in writing prior to February 15, 2012.

3. TERMINATION OF LEASE: It is understood that this Lease shall be terminated by any of the following events:

- (a) By expiration of the Lease following notification of nonrenewal as provided in section 2 of this Lease; or
- (b) By mutual agreement of both parties; or
- (c) By the District immediately in the case of destruction as provided for in section 12 of this Lease; or
- (d) By MCOE upon default by District as provided for in section 14 of this Lease if MCOE elects termination as a remedy.

4. RENTAL: Except as set forth in section 1 of this Lease no payments or rents are due under this Lease.

5. USE OF PREMISES: District and MCOE shall use premises as classrooms for students enrolled.

EXCHANGE OF FACILITIES

632 West 13th Street Merced, California 95341 (209) 381-6600 www.mcoe.org

A-39-2011-2012

Page 12 of 16

6. MAINTENANCE AND REPAIRS: Except as set forth in this section below, MCOE at its cost shall keep and maintain the premises in good order, condition, and repair, including the physical structures, flooring, all interior fixtures, all mechanical, electrical, lighting, water, heating, air conditioning, plumbing, security, interior and exterior painting, door hardware, and landscaping. Pest control services shall be provided by MCOE as deemed necessary.

Deferred maintenance of MCOE owned facilities will be included on the MCOE Deferred Maintenance Plan and should be excluded from projects on the District's approved Deferred Maintenance Plan.

MCOE shall have 30 days after notice from District to commence to perform its obligations under this section, except that MCOE shall perform its obligations immediately if the nature of the problem presents a hazard or an emergency. If MCOE does not perform its obligations within the time limitations in this paragraph, District can perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of MCOE's obligations.

District at its cost shall perform, or cause to be performed custodial services that include, but are not limited to: cleaning, trash disposal, minor repairs, replacement of light bulbs, and providing all necessary related supplies (e.g. paper towels, toilet paper, cleanser, etc.)

7. ALTERATIONS: District shall not make any structural or exterior alterations to the premises without MCOE's consent. District at its cost shall have the right to make, without MCOE's consent, nonstructural alterations to the interior of the premises, which District may require in order to conduct its operations on the premises. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease. District shall have the right to remove from the premises prior to the effective date of the termination of the Lease, any alterations District has made to the premises, as long as the removal will not cause any structural damage to the premises, and District at its cost promptly restores any cosmetic damage caused by such removal.

8. MECHANICS' LIENS / STOP NOTICES: District shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. District shall keep the premises free and clear of all Mechanics' Liens or Stop Notices resulting from construction done by or for District. District shall have the right to contest the correctness or validity of any such lien or stop notice if, immediately on demand by MCOE, District procures and records a lien or stop notice release bond issued by a corporation authorized to issue surety bonds in California, in an amount equal to one and one-half times the amount of the claim, lien or stop notice.

9. UTILITIES: MCOE shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, sewer, and refuse collection services, and for all charges incurred in connection therewith.

10. HOLD HARMLESS: District agrees to indemnify, defend, and hold harmless MCOE from any and all claims, damages, liabilities, losses, and expenses arising out of or in any way resulting from the acts or omissions of District, its officers, boards, agents, employees, servants or invitees, in performance of its obligations under this Lease or in connection with the use or occupancy of the premises which MCOE may sustain because of bodily injury, including death, sustained by any person or persons, including employees of District, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of MCOE, whether active or passive, its or their officers, boards, agents, employees, or other persons.

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default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section.

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MERCED COUNTY OFFICE OF EDUCATION

Steven E. Gomes, County Superintendent



Susan Coston, Assistant Superintendent
Special Education Department

9/12/14

Date

MERCED CITY SCHOOL DISTRICT

Rosemary Parga-Duran, Superintendent

Date

MERCED CITY SCHOOL DISTRICT

TO: RoseMary Parga Duran, Ed.D.
District Superintendent

FROM: Greg Spicer
Associate Superintendent, Administrative Services

PREPARED BY: Kraig Magnussen
Chief Operations Officer

DATE: October 11, 2011

SUBJECT: **RIVERA JOINT-USE GYM PROJECT- CHANGE ORDER –
CATEGORY 2**

Recommendation

It is recommended that the Board of Education accept the Change Order (CO 1-2) from DC Grading & Paving, Inc.

Background

Per the City of Merced and as well as requirements necessary to meet the 2010 American Disabilities Act (ADA), the following changes were required:

- Remove and replace both driveway entrances to the project
- Install gutter pan from existing drain to street
- Remove and replace 1,942 square feet of side running between the two drive ways
- Balance of removed side walk will be decomposed granite
- Add four handicap ramps and truncated doems
- Adjust parking lot grade to street to meet ADA code requirements

The original contract sum:	\$ 220,000.00
Net Changes by previously <i>authorized</i> Change Orders:	\$ 0.00
Remaining Allowance Sum prior to Change Order:	\$ 220,000.00
Cost of Change Order:	<u>\$ 50,381.00</u>
Remaining Allowance Sum:	\$ 270,381.00

Fiscal Impact

Revenue: None

Expenditure: \$50,381.00

Budget Category: Fund 21 – Bond Fund