

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE BOARD OF EDUCATION AND THE APPOINTED TRUSTEE FOR THE ALISAL UNION ELEMENTARY SCHOOL DISTRICT**

The following is an Agreement between the State Board of Education, hereinafter referred to as the "State Board," and Carmella S. Franco, hereinafter referred to as "Trustee."

### **1. TERMS AND SUBSTANCE OF AGREEMENT**

- 1.1 Subject to the terms and conditions hereinafter set forth, including paragraph 10, the service term of this Agreement shall be from May 24, 2010, through May 23, 2013, and thereafter until both: (i) the Alisal Union Elementary School District (District) meets its adequate yearly progress targets for two consecutive years, and (ii) the State Board determines that the District has in all other ways performed acceptably over a reasonable period of time and is reasonably likely to continue to do so indefinitely.
- 1.2 Pursuant to the authority provided to the State Board by Education Code (EC) Section 52055.57(c)(3), this Agreement is entered into for the purpose of improving the academic performance of the Alisal Union Elementary School District. By entering into this Agreement, the Trustee agrees to act as the State Board Trustee for the Alisal Union Elementary School District and perform the functions as set forth in EC Section 52055.57(c)(3) with full authority to administer the affairs of Alisal Union Elementary School District as authorized by the State Board.

### **2. COMPENSATION**

Trustee is an independent contractor and not an employee. In consideration of the performance of the duties and responsibilities as described in this agreement, Trustee will be compensated by the District for services rendered as follows:

- 2.1 A base amount of \$16,700 per month.
- 2.2 As an independent contractor, Trustee is not eligible for employee benefits. Trustee will therefore be responsible for her own dental, health, long-term care, life, vision, and other insurance and transportation expenses to and from the Trustee's permanent residence.
- 2.3 A monthly expense allotment of \$2,000 to defray the cost of rental housing and utilities, cell phone and monthly service, and travel (mileage and parking) expenses within Monterey County in performance of District business.
- 2.4 The Trustee shall receive reimbursement for reasonable and necessary, actual business-related expenses incurred within Monterey County, with the exception of mileage and parking expenses which are deemed

reimbursed through the expense allotment provided in paragraph 2.3, and reasonable, necessary and actual business and travel expenses incurred outside of Monterey County. Reimbursement for business and travel expenses shall be governed by District rules and policies. The Trustee also shall receive reimbursement for actual and reasonable costs related to attendance at professional meetings and conferences pursuant to Section 8 of this Agreement.

- 2.5 Reimbursement for business and travel expenses (paragraph 2.4) shall be processed on a monthly basis upon receipt of an itemized claim on forms specified by District rules and policies. To request payment, the Trustee shall submit the itemized claim and report to the District, with a copy to:

Executive Director  
California State Board of Education  
1430 N Street, Suite 5111  
Sacramento, CA 95814

- 2.6 The Trustee agrees to maintain auditable receipts, invoices, and other records pertaining to expenses and costs incurred (paragraph 2.4), during the term of this agreement and thereafter until the third school year after the school year in which they were originated. Records maintained pursuant to this agreement shall be subject to examination and audit until the third school year after the school year in which they were originated.

### **3. DAYS OF PAID NON-SERVICE**

- 3.1 The Trustee shall be required to render twelve (12) months of full and regular daily service to the District during each annual period covered by the Agreement, except that she shall be entitled to a total of twenty-six (26) days of annual leave, exclusive of holidays as defined in EC Sections 37220 and 37221, during each annual period.

### **4. NONDISCRIMINATION CLAUSE**

The Trustee hereby agrees to abide by the provisions of the document entitled "Nondiscrimination Clause" which is attached hereto and incorporated herein.

### **5. PROJECT MONITOR**

The California Department of Education, Chief Deputy Superintendent of Public Instruction, or designee, is hereby named as the Project Monitor. The Trustee shall provide the State Board Executive Director with all notices and submissions provided to the Project Monitor or designee. The Project Monitor or designee is not authorized by the State Board to make any commitments or make any changes which will affect the amount, terms or conditions of this agreement.



## 6. PERFORMANCE OBJECTIVES

- 6.1 On or before July 1, 2010, the Trustee will submit to the State Board an initial written assessment of the District's most immediate problems and actions to be taken within the first six months to correct these problems.
- 6.2 On or before August 1, 2010, the Trustee shall submit written performance objectives for the period of this Agreement to the State Board for the State Board's review and approval. These performance objectives shall be tied to appropriate criteria for evaluation based on the Trustee's assessment of the District, the duties and functions contained and referenced in the Agreement, prior actions that led to corrective action and recommendations made by the State Board staff. The performance objectives shall be measurable and specific. Annually thereafter, the Trustee shall schedule a meeting with the State Board or State Board Executive Director to discuss the Trustee's performance objectives for the following Agreement year.
- 6.3 On or before September 30, 2010, the Trustee will complete a comprehensive assessment of the District's problems and/or deficits contributing to the pervasive and severe underperformance of students within the District, and provide a written assessment to the Project Monitor, or designee, the State Board and the local board.
- 6.4 On or before November 30, 2010, the Trustee will develop a corrective action plan designed to correct the performance problems and remedy the corrective action status of the District, improve District capacity for long term success in improving student achievement and facilitate the transition to less severe sanctions and return of authority to the local board. Thereafter, the Trustee shall implement the corrective action plan. Throughout the term of service, or until such time as the trustee and the State Board determine that the local board has the capacity to govern effectively the various areas of responsibility identified by the Trustee, the local board shall serve only as an advisory body reporting to the Trustee, with no rights, duties, or powers with respect to the District. Members of the local board are not entitled to any stipend, benefits, or other compensation from the District during the term of service.
- 6.5 Without limitation, the Trustee shall have the power and authority to do all of the following:
  - 6.5.1 Assume all legal rights, duties and powers of the Governing Board and District Superintendent; and all legal rights, duties and powers of the Personnel Commission, if applicable.
  - 6.5.2 Represent the interests of the State Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.

- 6.5.3 Review all policies adopted by the District and make appropriate decisions for addition, deletion or modification.
- 6.5.4 Provide leadership, guidelines, and direction to ensure that policies related to curriculum, instruction, pupil personnel services, and management of personnel, business, and facilities functions are carried out.
- 6.5.5 Evaluate employees directly accountable to the Trustee and oversee the evaluation of other employees as defined by California law and District policy.
- 6.5.6 Provide leadership and direction in planning and financing school facilities to meet growth needs.
- 6.5.7 Advise the State Board and make recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.
- 6.5.8 Establish and maintain an effective community relations program including effective relationships with the media.
- 6.5.9 Communicate openly, systematically, and in a timely manner to the State Board, staff, the community, and promptly inform the State Board of critical issues or incidents. Every two months, following the September 30, 2010 comprehensive assessment (see 6.3), the Trustee shall submit a written progress report to the State Board three weeks before the State Board's published meeting date.
- 6.5.10 Implement substantial changes in the fiscal policies and practices of the District, as appropriate to implement the corrective action plan.
- 6.5.11 Implement substantial changes in the curriculum and academic policies and practices of the District, as appropriate to implement the corrective action plan.
- 6.5.12 Implement substantial changes in the professional development and administrative policies and practices of the District, as appropriate to implement the corrective action plan.
- 6.5.13 Make any other changes which the Trustee believes in good faith are in the District's best interest, including those changes designed to implement the corrective action plan and remedy the District's performance problems.
- 6.5.14 Provide leadership, direction and guidelines to ensure that that the corrective action plan is effectively implemented including enforcing new and existing policies and practices.



- 6.5.15 Consult, for any legitimate purposes within her powers and authorities, with the local board, the exclusive representatives of the employees of the District, parents, and the community.
  - 6.5.16 Consult with, and seek recommendations from the Project Monitor, the State Board Executive Director, county superintendent of schools, and the District Assistance and Intervention Team, on matters within their area of expertise.
  - 6.5.17 Enter into agreements on behalf of the District and, subject to any contractual obligation of the District, change any existing District rules, regulations, policies, or practices as appropriate for the effective implementation of the corrective action plan, subject to provisions of this agreement.
  - 6.5.18 Subject to applicable law and any valid and enforceable employment contract, the Trustee may, after according the employee reasonable notice and the opportunity for a hearing, terminate the employment of any District Superintendent, Deputy, Associate, or Assistant Superintendent of schools, or any other District administrator or employee.
  - 6.5.19 Perform other duties and functions as required by the State Board and *EC* Section 52055.57(c)(3)
- 6.6 Trustee shall not implement certain decisions without providing prior notification to the State Board Executive Director and Project Monitor or designee. Trustee shall not implement such decisions until she has fully considered and discussed any questions, comments, concerns or recommendations made in response to her notification. Decisions requiring prior notification to the State Board Executive Director and Project Monitor or designee are within the following categories:
- 6.6.1 Appointment or dismissal of the District Superintendent, or any Deputy, Associate or Assistant Superintendent of the District.
  - 6.6.2 Approval of collective bargaining agreements with any represented group of District employees, including proposals submitted and stances taken by the District administration in the course of negotiations.
  - 6.6.3 Annual budgets and interim reports as required by statute.
  - 6.6.4 Consultant or subcontract agreements with individual compensation of more than Fifty Thousand Dollars (\$50,000) per annum.
  - 6.6.5 Notice of any new charter schools, including renewals of existing charter schools.

- 6.7 The Trustee shall submit written reports on her progress in addressing the duties and functions specified in this Agreement and meeting performance objectives. The Trustee will meet monthly or more or less frequently as requested by the Project Monitor or designee or the State Board or the State Board Executive Director for the purpose of informing and advising the State Board about the District's progress.

## **7. EVALUATION**

- 7.1 Prior to July 31, 2011, the Trustee shall be evaluated based upon the performance objectives.
- 7.2 It shall be the responsibility of the Trustee to advise the State Board or State Board Executive Director of the appropriate timelines and schedule the required meetings to complete the evaluation process in a timely manner.

## **8. PROFESSIONAL MEETINGS**

- 8.1 The Trustee is expected to attend professional meetings at the local and county levels necessary to carry out her duties. All actual and necessary expenses of attendance shall be paid for by the District in accordance with applicable District rules and policies. Prior notice to the State Board Executive Director and Project Monitor or designee shall be provided when the Trustee attends out-of-state functions on behalf of the District.
- 8.2 The Trustee may engage in outside professional activities provided those activities do not interfere with the Trustee's duties and are consistent with District policies.

## **9. STATE BOARD/CALIFORNIA DEPARTMENT OF EDUCATION/TRUSTEE RELATIONS**

- 9.1 The Trustee will work with the State Board, the State Board Executive Director, and the Project Monitor or designee in developing and maintaining a spirit of cooperation and teamwork.
- 9.2 It is agreed that the State Board or State Board Executive Director will refer promptly to the Trustee for study and recommendation, criticism, complaints, and suggestions brought to the attention of the State Board.

## **10. TERMINATION OF AGREEMENT**

The State Board or the Trustee may elect to terminate this Agreement without cause by giving sixty (60) days written notice. Termination will end the Trustee's entitlement to any payment under this Agreement.

#### **11. APPLICABLE LAW**

This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Should any provision of this Agreement be invalid the remainder of this Agreement shall nevertheless be binding and effective. The State Board and Trustee agree to engage in mediation of the disputes, if any, concerning this agreement, with each party to bear its own costs.

#### **12. COMPLETE AGREEMENT**

12.1 This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of terms and conditions of their Agreement. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral or written, express or implied, are hereby superseded and merged herein.

12.2 Any amendment, modification, or variation from the terms of the Agreement shall be in writing, shall be effected only upon approval of such amendment, modification, or variation by the State Board or State Board President and the Trustee, and shall not operate as a termination of this Agreement.

#### **13. INDEMNIFICATION**


The Trustee shall be indemnified as other officers and employees of the District pursuant to *Government Code* Section 995 and shall be named as an insured under the District's errors and omissions liability insurance policy.

#### **14. CONFLICT OF INTEREST**

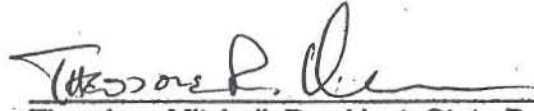


**SIGNATURES**

Date May 21, 2010

  
\_\_\_\_\_  
Carmella S. Franco, Ed. D.  
Trustee

Date 5/26/2010

  
\_\_\_\_\_  
Theodore Mitchell, President, State Board of Education



## NONDISCRIMINATION CLAUSE

1. During the performance of this Agreement, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.