

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**

**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, JANUARY 27, 2009**

**PLACE: DISTRICT EDUCATION CENTER  
BOARD ROOM  
1875 WEST LOWELL AVENUE  
TRACY, CALIFORNIA**

**TIME: 5:30 PM Closed Session  
7:00 PM Open Session**

**A G E N D A**

**1. Call to Order**

**2. Roll Call – Establish Quorum**

Board: G. Crandall, W. Gouveia, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn  
Staff: J. Franco, R. Davis, C. Goodall, S. Harrison and B. Etcheverry.

**3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.**

**3.1 Educational Services:**

**3.1.1 Findings of Facts: FF#08-09/67, 72, 73, 74, 75, 76, 77**

**3.1.2 Application for Reinstatement: AR#08-09/20, 68, 69, 70, 71, 72, 73**

**Action: Motion \_\_\_; Second \_\_\_. Vote: Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_.**

**3.2 Human Resources:**

**3.2.1 Consider Public Employee/Employment/Discipline/Dismissal/Release**

**Action: Motion \_\_\_; Second \_\_\_. Vote: Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_.**

**3.2.2 Conference with Labor Negotiator**

Agency Negotiator: Ryan Davis

Assistant Superintendent of Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a Action on Findings of Fact # FF08-09/67, 72, 73, 74, 75, 76, 77**

**Action: Motion \_\_\_; Second \_\_\_. Vote: Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_.**

**6b Report Out of Action Taken on Application for Reinstatement: AR#08-09/20, 68, 69, 70, 71, 72, 73**

**Action: Vote: Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_**

7. **Approve Regular Minutes of January 13, 2009.**  
Action: Motion \_\_; Second \_\_. Vote: Yes \_\_; No \_\_; Absent \_\_; Abstain- \_\_.
8. **Student Representative Reports:** Tracy High: Xiomara Fonseca; West High: Pauline Montemayor, Stein: Ricardo Ruiz; North School; George Kelly School: Jacob Pribble, Lindsey Cardinale, Rae Smiley, Natasha Bartolome
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:  
9.1 Hirsch Elementary School Site Update on Achievements & Activities
10. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).  
This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.  
The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.
11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
  - 11.1 **Administrative & Business Services:**
    - 11.1.1 Receive Report on State and District Budget 7
  - 11.2 **Educational Services:**
    - 11.2.1 Receive District Discipline Review Board Year-End Report 8-12
    - 11.2.2 Acknowledge SARB (School Attendance Review Board) Report 13-16
  - 11.3 **Human Resources:**
    - 11.3.1 Receive Human Resources Department Report for the 2007-2008 School Year 17
12. **PUBLIC HEARING:** None.

<b>13. Consent Items:</b>	Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.	<b>Pg. No.</b>
	<b>Action:</b> Motion___; Second__ <b>Vote:</b> Yes___; No___; Absent___; Abstain__	
<b>13.1</b>	<b>Administrative &amp; Business Services:</b>	
13.1.1	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	18-19
13.1.2	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	20-22
13.1.3	Accept the Generous Donations From the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District	23-24
<b>13.2</b>	<b>Educational Services:</b>	
13.2.1	Approve Overnight Travel for Tracy High School Varsity Dance Team to Participate in UDA West Coast Championship Dance Competition at Los Angeles Expo Center in Los Angeles, California, on February 26 – March 1, 2009	25
13.2.2	Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in Ontario, California, March 20-22, 2009	26
13.2.3	Approve Overnight Travel for Titian Lish, Stephanie Neuerberg, Alyssa Piwowarski, Caitlin Clark, Andi Huckaba, Elise Hudak, Mitchell Adams and Victor Serda to Attend the California State Thespian Festival in Ontario, California, April 3-5, 2009	27
13.2.4	Approve Service Agreement for Vinewood Center to Provide Parenting Classes at South/West Park School	28-33
13.2.5	Approve Addendum to Master Claiming Agreement with Stanislaus County Office of Education for Medi-Cal Administrative Activities	34-37
13.2.6	Approve Funding for the Agriculture Incentive Grant for West High School 2008-09	38-43
13.2.7	Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for Quarter Ending January 15, 2009	44-51
13.2.8	Approve Overnight Travel for Tracy High School Jazz Ensemble to Attend the Reno Jazz Festival in Reno, Nevada, From April 23-25, 2009	52
<b>13.3</b>	<b>Human Resources:</b>	
13.3.1	Approve Classified, Certificated and/or Management Employment	53-54
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	55
13.3.3	Approve Service Agreement with Damio Towkaniuk (Tracy High) for the 2008-2009 Track Season	56-58

- |  | Pg. No                        |
|--|-------------------------------|
| <b>14. Action Items:</b> Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items. |                               |
| <b>14.1 Administrative &amp; Business Services:</b> None.  |                               |
| <b>14.2 Educational Services:</b>  |                               |
| <b>14.2.1</b> Approve Adoption of K-8 Math Textbooks   | <b>59-60</b>                  |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.  |                               |
| <b>14.2.2</b> Approve Adoption of Speech and Debate Textbooks  | <b>61-62</b>                  |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.  |                               |
| <b>14.2.3</b> Adopt Resolution No. 08-15 to Approve the Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement and Agreement to Waive Future Claims  | <b>63-73</b>                  |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.  |                               |
| <b>15. Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.  |                               |
| <b>16. Superintendent's Report:</b> An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.  |                               |
| <b>17. Board Meeting Calendar:</b>   |                               |
| <b>17.1</b> February 3, 2009 – Special Meeting: Delta Island   |                               |
| <b>17.2</b> February 10, 2009  |                               |
| <b>17.3</b> February 24, 2009  |                               |
| <b>17.4</b> March 10, 2009   |                               |
| <b>17.5</b> March 24, 2009   |                               |
| <b>17.7</b> April 7, 2009 – Special Meeting: Budget  |                               |
| <b>17.8</b> April 28, 2009   |                               |
| <b>18. Upcoming Events:</b>  |                               |
| <b>18.1</b> February 9, 2009   | No School, Lincoln's Birthday |
| <b>18.2</b> February 16, 2009  | No School, Presidents' Day    |
| <b>18.3</b> April 10-14, 2009  | Spring Break, YRE             |
| <b>18.4</b> April 10-19, 2009  | Spring Break, Traditional     |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, January 13, 2009**

- 5:30 PM:** President Guzman called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, W. Gouveia, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.  
Staff: J. Franco, R. Davis, S. Harrison, C. Goodall, B. Etcheverry.
- 7:07 PM:** President Guzman called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Report out of Action Taken on Parent Appeal  
**Action:** Denied. **Vote:** Yes-7; No-0.
  - 6b** Report Out of Action Taken on Attendance Appeal #08-09/5,6  
**Action:** Denied. **Vote:** Yes-7; No-0.
  - 6c** Action on Findings of Fact # FF08-09/64, 65, 70, 71  
**Action:** As amended. Lewis, Swenson. **Vote:** Yes-7; No-0.
  - 6d** Report Out of Action Taken on Application for Reinstatement: AR#08-09/28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67  
**Action:** #65 as amended. **Vote:** Yes-7; No-0.
  - 6e** Report Out of Action Taken on Waiver of Expulsion: WE#08-09/5,6  
**Action:** **Vote:** Yes-7; No-0.
  - 6f** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-126, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7; No-0.
- Employees Present:** C. Minter, J. Cardoza, K. Gill, T. Hand, C. Domenichelli, B. Carter, B. Willner, S. Lycan, R. Call, K. Fistolera, P. Kalis, D. Sonnenburg, K. LeDeoux, S. Sievers, M. Belasco, B. Meyer, J. Carter, M. Silveira, P. Hall, J. Bussey, D. Arbogast, C. Watson, K. LeDoux, A. Contentiente
- Press:** J. Wadsworth and G. Moore, Tracy Press
- Visitors Present:** R. Domenichelli, C. Davila, M. Mantor, G. Gill, M. Murray, C. Fowler, D. Hansen, C. Farron, C. Davila
- Minutes:** Approve Regular Minutes of December 9, 2008.  
**Action:** Swenson, Crandall. **Vote:** Yes-7; No-0.

Dr. Franco requested a moment of silence in memory of employee, Margarita Castillo who passed away.

**Student  
Representative  
Reports:**

None.

**Recognition &  
Presentations:**

**9.1 McKinley Elementary Site Update on Achievements & Activities**

Principal, Scott Lycan, presented a power point which included information on their side by side preschool, ExCEL, ELD, Journalism Club and After School Interventions. They have activities such as Family Science Night, 1<sup>st</sup> Grade Learning Night, EL Parent Night, canned food drives, DARE, Artists in Residence, Holiday Extravaganza and Fine Arts Show. They will be starting a Family Movie Night and Family Game Night.

**9.2 Recognize and Congratulate Tracy High School Boys Varsity Soccer Team for Capturing the 2008 SJAA League Championship**

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, recognized the Tracy High Varsity Soccer Team and their Coach, Phil Kalis and Asst Coach Maya. Two team members were named league MVP. Dr. Franco presented the players with certificates.

Dr. Franco introduced Khushwinder Gill as the new principal of Kelly School. Mrs. Gill thanked the Board.

**Hearing of  
Delegations**

Orlando Castellon represents the roofers union. He would like to put on public record information about a project in our District. He believes that the contractor did not complete the project within the agreed upon time. The job at EB Theater was not started until 8 days after the 90 day agreement.

Associate Superintendent, Dr. Casey Goodall, let the Board know that the job was postponed at the District's request.

Items 14.1.2 and 14.1.3 were moved up on the agenda

**Information &  
Discussion Items:**

**11.1 Administrative & Business Services:**

**11.1.1 Receive Report on Lammersville Elementary School District Unification Study**

Dr. Franco reported that we are still studying the unification request. We are working with our consultants, Jim Bush and Joel Kirchenstein of School Site Solutions. Once we have a draft of issues developed we will work with both districts. There is currently a meeting scheduled on January 20<sup>th</sup> to start this process. Once both districts discuss their

differences, our proposal will be presented to both Boards for their consideration. We will work closely with San Joaquin County. It is important to note that TUSD has not taken a position on unification yet. We want to make sure we study the proposal thoroughly and we look forward to working with the Lammersville School District.

Speaker Card: Lammersville parent, Carolyn Davila, thanked the Board for continuing the study of the unification process for her District. She asked the Board what the timeline will be for the next time that this matter will be on the agenda.

**11.1.2 Receive Report on State and District Budget**

Dr. Casey Goodall, Associate Superintendent of Business Services, presented a power point which included the background on the state budget timeline. If the state runs out of money, our District will be able to borrow from our Fund 17 monies and certain funds from our construction dollars and still be able to make payroll through the end of the year. We have already cut over 9 million in the last three budget cuts. He then reviewed the District's timeline for the budget reduction process.

Dr. Franco reviewed the Initial Budget Reduction List. These are just ideas. The final list will be approved at the April 7<sup>th</sup> special board meeting.

**11.2 Educational Services:**

**11.2.1 Receive Report on Technology Plan for Measure S Bond**

Trustee Vaughn left the meeting at 8:06 p.m.  
Trustee Vaughn returned to the meeting at 8:12 p.m.

Director of ISET, Cindy Minter, presented a power point which included information on state funding. We are not sure when the bonds will issue. The security surveillance equipment will be purchased out of Kimball High School funds, not Measure S. The priorities will be security cameras with cabling, technology cabling, wireless network access, network access controller servers, site servers, LCD projectors and document cameras, if funding provided.

Trustee Lewis asked if we can put bond money aside for repair and replacement costs of cameras. Dr. Goodall commented that once the bonds are sold that money has to be expended in a certain amount of time. We would buy cameras now and then come up with a secondary plan to replace them. Because we have a school improvement facility district, it takes longer than a general obligation bond. KNN will be at

the first board meeting in February to review the process.

**11.2.2** Receive Report to the Updated Plans for John C. Kimball High School

Principal, Cheryl Domenichelli, presented a power point which showed pictures of the school construction progress. She also reviewed the four pathways which include: Health Sciences, Architecture, Construction Technologies & Interior Design; Mass Communications and Multi-Media; and the New American High School.

She then presented a video from the George Lucas Educational Foundation which showcased a high school that had pathways. The next step is to continue to build partnerships with UOP and Chico State, Kaiser and Sutter Hospitals. They will be formulating the pathway committees. Kimball High will begin to register students next week. They will also pull out 9<sup>th</sup> grade students currently at Tracy and West High that will be going to Kimball.

**11.2.3** Receive Report on K-8 Math Program and Proposed Textbook Adoption

IMC Director, Dr. Donna Sonnenburg, Staff Development Director, Janice Bussey and teachers presented a power point which reviewed the process, books and cost of the adoption. The materials are currently available for public review. The will be presented to Curriculum Council for approval and then back to the Board for approval.

**11.2.4** Receive Report on the Speech and Debate Program and Proposed Textbook Adoption

IMC Director, Dr. Donna Sonnenburg and Tracy High's Bill Meyer, presented power point which showed background of class textbooks, new materials and cost.

**Public Hearing:** 12.1. None.

**Consent Items:** Action: Vaughn, Lewis. Vote: Yes-7; No-0.

**13.1 Administrative & Business Services:**

**13.1.1** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**13.1.2** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**13.1.3** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**13.1.4** Approve Payroll Reports (September, October, November, 2008)

**13.1.5** Accept the Generous Donations from the Various Individuals,



Businesses, and School Site Parent Teacher Associations Listed Herein  
with Thanks and Appreciation from the Staff and Students of the Tracy  
Unified School District

**13.2 Educational Services:**

**13.2.1** Ratify Contract with United Cerebral Palsy

**13.2.2** Approve Agreement for Special Contract Services with San Joaquin  
County Office of Education to Hire Claudia Lockwood as an EL  
Instructional Strategies Coach

**13.2.3** Approve Overnight Travel for Matt Netto, Taylee Robinson, Devan  
Soto, Barbara Ramirez and Katie Connolly to Attend the ACDA CA  
All State Honor Choir in Pasadena, CA March 25-28, 2009

**13.2.4** Ratify Agreement for Special Contract Services with Ruth Miller,  
Consultant, to Provide Baldrige Training and Coaching presentations  
for Monte Vista Middle School

**13.3 Human Resources:**

**13.3.1** Approve Classified, Certificated and/or Management Employment

**13.3.2** Accept Resignations/Retirements/Leaves of Absence for Classified,  
Certificated, and/or Management Employment

**13.3.3** Approve Student Teaching Agreement with Grand Canyon University

**Action Items:**

**14.1 Administrative & Business Services:**

**14.1.1** Accept the 2007-08 Independent Annual Financial Audit  
(Under Separate Cover)

**Action:** Lewis, Crandall. **Vote:** Yes-7; No-0.

Tom: would like to meet with Casey on the items.

Bill: do audit folks deal with athletic departments and their budgets.

Should form a budget audit committee.

**14.1.2** Approve and Appoint Applicant for Alternate Position on the Measure  
E Bond Oversight Committee and the Measure S Bond Oversight  
Committee

This item was moved up on the agenda.

**Action:** Lewis, Swenson. **Vote:** Yes-7; No-0.

**14.1.3** Adopt Resolution 08-14 of the Board of Education of Tracy Joint  
Unified School District Appointment and Approving Members of the  
2008 Measure S General Obligation Bond Citizens' Oversight  
Committee

This item was moved up on the agenda.

**Action:** Lewis, Crandall. **Vote:** Yes-7; No-0.

**14.1.4** Adopt Resolution 08-13 of the Board of Trustees of the Tracy Unified  
School District Adopting a Declaration of Sole Source Products

**Action:** Lewis, Hawkins. **Vote:** Yes-7; No-0.

**14.2 Educational Services:**

**14.2.1** Approve Beginning Teacher Support and Assessment (BTSA)  
Induction Program Assurances

**Action:** Crandall, Vaughn. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Gouveia will attend the Parks & Rec committee meeting this Thursday. Last week he attended the senior presentations for Ag Science. It was a rewarding experience. He also was on Ag Advisory Committee at West High. The Latino Youth Conference will be held on February 7<sup>th</sup> at North School from 8:30 to 2:00 p.m. There will be workshops and a continental breakfast and lunch served. Trustee Vaughn reminded everyone that Monday is the annual MLK Breakfast at the community center and is open to everyone. It starts at 8:30. Trustee Crandall wished everyone a happy new year. It's unfortunate to have to deal with these budget issues. He hopes everyone understands it's not because of Tracy Unified's budget, it's the State of California. He congratulated Casey and his department for working hard and also congratulated the wrestling teams from West and Tracy. Trustee Hawkins attended the budget meeting in Sacramento. It's going to hurt a lot of people and a lot of programs. We have to look at everything very carefully. Trustee Lewis passed. Trustee Swenson attended the boys' basketball tournament and watched Tracy and West play. He also attended a wrestling match where Tracy defeated Lincoln 71-6. He congratulated Tom for putting on the Lions Girls' Basketball Tournament. Each high school received \$2700 for the girls' basketball teams. He toured the boys' locker room at Tracy High and it is really coming along. The Tracy v. West basketball game was exciting. He also met with the charter committee to review current issues. Trustee Guzman attended the AP recognition last Thursday. He also attended the West v. Tracy game. The Sophomore game was very exciting.

**Superintendent  
Report:**

Dr. Franco commented that the state budget will bring our District extraordinary challenges. TUSD strongly opposes the state budget proposals. We did not create this problem. It will take our most aggressive efforts to produce the cuts the legislature is now proposing. Our estimates for reduction could be as high as 15 million. It is important to maintain fiscal responsibility in our District. He also reiterated Trustee Vaughn's statement about the MLK Breakfast. If any Board members are interested in going, they can let Bobbie know. On Saturday night he and his wife attended the honors concert. Tracy and West are very well represented. At the end they brought out honor band members that have been a member for all four years. Tracy had the most students in that group. He has 2 extra tickets for the crab feed Saturday night. Last Thursday night we held a parent meeting at Delta Island. He thanked Mercy Silveira and Margarita Swanner who translated. The parents were receptive to listening. We presented a lot of information to them. Bobbie put together comments and we will have that report for the board next month.

**9:51 P.M.  
Adjournment.**

---

Clerk

Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Jim Franco, Superintendent  
**FROM:** Casey Goodall, Associate Superintendent for Business Services  
**DATE:** January 20, 2009  
**SUBJECT:** Receive Report On State and District Budget

**BACKGROUND:** On June 10<sup>th</sup>, the board approved a balanced budget. However, on November 7<sup>th</sup>, the Governor proposed mid-year cuts and called for a special session of the legislature to address an anticipated \$3 billion state shortfall in the current year. The Governor's proposed cuts were projected to cause cuts of \$12.2 million in Tracy Unified School District.

By December 1, the anticipated shortfall had grown to \$28 billion for the current year plus the next year. On December 31, Governor Schwarzenegger released his 2009-10 state budget with a projected 18-month shortfall of \$41.6 billion with additional proposed cuts to K-12 public education. The impact of these additional reductions is likely to increase the cuts within the district to \$15.4 million.

## **RATIONALE:**

As in other years in which reductions were required, the Superintendent convened a Fiscal Response team to propose an initial set of potential budget reductions. The list will be provided at the board meeting.

The Superintendent has formed a District Budget Advisory Committee (DBAC) to consider the initial list, add ideas, and prioritize all ideas which are suggested. Two meetings will have been completed by the date of this board meeting. An update will be provided.

**FUNDING:** This information item has no financial impact. Budget development will continue throughout the year, which will lead to a balanced budget proposal in June.

**RECOMMENDATION:** Receive Report On State and District Budget

**Prepared by:** Casey Goodall – Associate Superintendent for Business Services



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. Sheila Harrison, Assistant Superintendent of Educational Services~~  
**DATE:** December 9, 2008  
**SUBJECT:** Receive District Discipline Review Board Year-End Report for the 2007-2008 School Year

**BACKGROUND:** As requested by Trustees in previous years, attached please find a year-end report on the student discipline cases handled by the District Discipline Review Board during the 2007-2008 school year and a copy of the 2006-2007 report for comparison.

**RATIONALE:** The expulsion cases are broken down by the school in which they occurred and the subsection violations (a) through (q) of Education Code 48900. Many of the cases referred to the District Discipline Review Board involved more than one violation of the Education Code. However, the statistics outlined in the report indicate the major reason for the student's recommended expulsion.

Included in the report is a table that contains information regarding the number of offenses in the Tracy Unified School District involving the possession and/or use of alcohol or drugs. This Agenda Item supports Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** No cost

**RECOMMENDATION:** Receive District Discipline Review Board Year-End Report for the 2007-2008 School Year

**PREPARED BY:** Paul Hall, Director of Student Services and Curriculum

## 2007-2008 YEAR-END SUMMARY REPORT

1. The District Disciplinary Review Board handled a total of 180 expulsion cases during the 2007-2008 school year. The school breakdown is as follows:

<u>School</u>	<u>Number of Expulsions</u>
Central	2
Delta Island	1
Freiler	3
George Kelly (K-8)	4
Jacobson	2
North (K-8)	12
Monte Vista Middle School	25
Williams Middle School	12
Stein High School	4
Tracy High School	43
West High School	72

2. The Board of Trustees dealt with a total of **180** expulsion cases this school year as compared to **226** last school year. This is a decrease of **46** expulsion cases.
3. The number of alcohol cases **decreased** from a total of **48** in the 2006-07 school year to **27** in 2007-2008.
4. Of the 180 students who were recommended for expulsion during the 2007-2008 school year :
  - \* 42 or 23 % of the students were allowed to remain in school on probation.
  - \* 4 students, or 9.5 % of this total, violated one or more conditions of their probation and were subsequently expelled from school as compared to 14 % during the 2006-2007 school year.
5. There were sixty-eight (68) applications for reinstatement.
  - \* Of the 68 applications, 57 students, or 84 %, completed the conditions of their expulsion order and were allowed to return to an appropriate program within the Tracy Unified School District.
  - \* Of the 57 students allowed to return to the District, 4 students violated a subsection of Education Code 48900 and were subsequently expelled again.

**DISTRICT DISCIPLINARY REVIEW BOARD  
YEAR END REPORT 2007-2008  
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

<b>VIOLATION Ed. Code 48900</b>	<b>TJUSD TH/WH/STEIN</b>	<b>MONTE VISTA</b>	<b>WILLIAMS</b>	<b>K-8</b>	<b>ELEM.</b>	<b>TOTAL</b>	<b>% OF TOTAL</b>
(a)	17/52/2	7	3	6	1	88	.49
(b)	12/9/1	2	1	6	3	34	.19
(c)	2/3/0	0	3	0	0	8	.04
(d)							
(e)							
(f)	0/1/0	2		2		5	.02
(g)							
(h)							
(i)	0/1/0					1	.01
(j)							
(k)	11/6/1	14	5	4	1	42	.23
(l)							
(m)							
(n)				1		1	.01
(o)							
(q) 48900.2	1/0/0					1	.01
<b>TOTALS</b>	<b>43/72/4</b>	<b>25</b>	<b>12</b>	<b>19</b>	<b>5</b>	<b>180</b>	<b>100%</b>

**DISTRICT DISCIPLINARY REVIEW BOARD**  
**YEAR END REPORT 2006-2007**  
**BREAKDOWN OF EXPULSION CASES BY VIOLATION**

<b>VIOLATION Ed. Code 48900</b>	<b>TJUSD TH/WH/DR</b>	<b>MONTE VISTA</b>	<b>WILLIAMS</b>	<b>K-8</b>	<b>ELEM.</b>	<b>TOTAL</b>	<b>% OF TOTAL</b>
(a)	21/58/3	7	10	11	5	115*	.51
(b)	4/12/0	8	1	10	11	46*	.20
(c)	6/12/1	1				20*	.09
(d)							
(e)			1			1*	.01
(f)	4/4/0		1	1		10	.04
(g)	1/1/1					3	.01
(h)							
(i)							
(j)							
(k)	6/7/1	8	3	4	2	31	.14
(l)							
(m)							
(n)							
(o)							
(q)							
<b>TOTALS</b>	<b>42/94/6</b>	<b>24</b>	<b>16</b>	<b>26</b>	<b>18</b>	<b>226</b>	<b>100%</b>

\* 11 of the 48900 (a) were also 48915 (a1) and (a5). 43 of the 48900 (b) were also 48915 (a2) and (c2). 4 of the 48900 (c) were also 48915 (c)(3). 1 of the 48900 (e) was 48915 (a)(4). (59 expulsion cases were mandated by 48915).

**TRACY UNIFIED SCHOOL DISTRICT**

**CASES INVOLVING THE POSSESSION OR  
USE OF ALCOHOLIC BEVERAGE**

	97- 98	98- 99	99- 00	00- 01	01- 02	02- 03	03- 04	04- 05	05- 06	06- 07	07- 08
<b>Number of Students</b>	31	31	22	24	20	22	45	30	27	48	27

**TRACY UNIFIED SCHOOL DISTRICT**

**CASES INVOLVING THE POSSESSION OR USE OF DRUGS**

	02-03	03-04	04-05	05-06	06-07	07-08
<b>Number of Students</b>	51	52	84	68	53	45

**First offense alcohol or drug cases, unless combined with another violation of Education Code 48900, resulted in a student being suspended for a minimum of five (5) days, required to complete a Mandatory Substance Abuse Counseling Program and placed on a minimum of nine (9) weeks social/activity probation.**





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** December 17, 2008  
**SUBJECT:** Acknowledge SARB (School Attendance Review Board) Report

**BACKGROUND:** The truancy program has a truancy coordinator, a District attendance assistant, and a SARB chairperson who work with schools, parents, and students daily to get kids to school. The SARB team works with representatives from the Tracy Police Department, Health Services and Prevention Services to address the needs of truant students and assist them to correct the situation. The SARB chair directs overall efforts to combat truancy in our district. The truancy personnel meet with school attendance people on a regular basis to identify truant students, make home contacts with non-attending students' parents, return students to school, refer students to the SARB committee, serve on the SARB board and work with other agencies to build collaborative services.

**RATIONALE:** The truancy coordinator, District attendance assistant, and SARB chairperson work as a team to reduce truancy in Tracy's schools. Early intervention through parent contacts, school remediation, referrals to social services, county school and Willow Community Day School coordinate their efforts into an effective program. This agenda item supports Strategic Goal #4- Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** Not applicable

**RECOMMENDATION:** Acknowledge SARB (School Attendance Review Board) Report

**Prepared by:** Paul Earl Hall, Director of Student Services & Curriculum

To: Paul Hall  
From: Mike Kinakin, SARB Chairman  
Subject: SARB 2007-2008 End of the Year Report  
Date: September 23, 2008

---

SARB Committee:

Chairman:	Mike Kinakin
Truancy:	R.G. Fagin/Diana Silveira
Health Services:	Cindy Edminston
Prevention Services:	Joan Stone
STEPS/DR:	Ann Herrington
Juvenile Probation:	Justin Maggio & Fong Ly

The following represents the findings by the SARB committee, and the statistics representing students serviced throughout the 2007-2008 School Year.

RECOMMENDATIONS

1. Creation and implementation of School Attendance Review Team program to provide early intervention to truants and provide them with early entry to available alternative programs.
2. Create a truancy counseling component for Willow Community Day School using existing counselors, parents and truancy staff.
3. Meet with the Tracy Police Department on a quarterly basis to encourage street officers to identify and pick-up student's off-campus during school time and deliver them to the appropriate school campus.
4. Truancy staff will meet with Middle and Elementary School staff on a scheduled basis to identify and implement attendance procedures per the SARB handbook.
5. Create a district committee for Special Education students and implement alternative Special Education placements relating to SARB.
6. Become aggressive in areas of mandated costs.
7. Continue to implement ways to increase A.D.A. i.e., program at Tracy High.
8. Accomplish all of the goals that we set out to achieve.

The above recommendations are based on many years of experience serving as School Attendance Review Board Chairman. They closely follow the goals of early intervention, efficient use of time and making attendance a priority. While there have been positive aspects to the 2007-2008 school year at this time we need to review our processes and goals to achieve the District goals. This will assist us in continuing to strive to reduce truancy.

STATISTICS	2005/2006	2006/2007	2007/2008
Court Cases	6	10	14
Number of SARB Hearings	160	161	222
Families Attending SARB	50	73	77
Families Not Attending SARB	110	88	145
County School Assignments	58	47	34
Willow School Assignments	12	15	15
Scheduled SARB Meetings @ TPD	50	73	77

SARB HEARINGS BY SCHOOL SITE	2005/2006	2006/2007	2007/2008
Bohn	0	0	0
Central	3	2	2
Delta Island	0	0	1
Freiler	6	0	2
Hirsch	0	0	0
Jacobson	0	0	1
Kelly	0	0	0
McKinley	4	1	3
North	5	2	5
Poet Christian	0	0	0
South	0	0	3
West Park	0	0	0
Villalovoz	0	0	0
Monte Vista	10	3	5
Williams	3	4	4
Stein	0	0	7
THS/Excel	39	39	77
WHS/Success	72	83	90
Duncan Russell	5	5	1
Lost Students	7	19	21

ADA PERCENTAGES BY SCHOOL	2006/2007	2007/2008	+/-
Bohn	95.84%	95.60%	-0.24%
Central	93.78%	94.28%	+0.50%
Delta Island	94.91%	95.46%	+0.55%
Freiler	95.94%	96.22%	+0.28%
Hirsch	96.14%	96.28%	+0.14%
Jacobson	94.18%	95.14%	+0.96%
Kelly	95.26%	96.11%	+0.85%

McKinley	94.76%	95.21%	+0.45%
North	93.66%	94.33%	+0.67%
Poet Christian	95.19%	95.98%	+0.79%
South/West Park	95.46%	95.93%	+0.47%
Villalovoz	95.93%	96.01%	+0.08%
Monte Vista	93.95%	94.12%	+0.17%
Williams	95.55%	95.67%	+0.12%
THS/Excel	93.17%	94.75%	+1.58%
WHS/Success	94.52%	94.67%	+0.15%

### COURT CASES

<u>Case</u>	<u>Outcome</u>
TU 07-042	Solved
TU 07-043	Solved
TU 07-044	Solved
TU 07-045	Solved
TU 07-046	Solved
TU 07-047	Solved
TU 07-048	Solved
TU 07-049	Solved
TU 07-050	Solved
TU 07-051	Solved
TU 07-052	Solved
TU 07-053	Solved
TU 07-054	Solved
TU 07-055	Solved



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Ryan Davis, Assistant Superintendent for Human Resources  
**DATE:** November 7, 2008  
**SUBJECT:** Receive Human Resources Department Report for the 2007-2008 School Year

**BACKGROUND:** The Human Resources Department provides a range of services to the Tracy Unified School District. The services include staff recruitment, hiring, contract negotiations, evaluations, training, credentialing, workers compensation, leaves of absence, etc.

**RATIONALE:** The Human Resources Department will present an annual report to the Board of Trustees to provide information on the status of the department. The report will focus on the services provided and review previous years' data.

**FUNDING:** None.

**RECOMMENDATION:** Receive Human Resources Department Report for the 2007-2008 School Year

**Prepared by:** Ryan Davis, Assistant Superintendent for Human Resources.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** January 16, 2009  
**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**BACKGROUND:** To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

**RATIONALE:** The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

**FUNDING:** Per attached summary of requisitions.

**RECOMMENDATION:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
MEASURE E BOND  
SUMMARY OF SERVICES**

---

A. Vendor: McFadden Construction, Inc.  
Site: Tracy High School Modernization – Gymnasium/HVAC  
Item: Change Order #1  
Services: Scope of work documented on change order summary.  
Cost: \$14,672.00  
Project Funding: Local Bond Funds & State School Building Fund (SSBF)

---

B. Vendor: McFadden Construction, Inc.  
Site: Tracy High School Modernization – Science Classroom  
Item: Change Order #4  
Services: Scope of work documented on change order summary.  
Cost: \$19,239.00  
Project Funding: Local Bond Funds & SSBF

---



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** January 16, 2009  
**SUBJECT:** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**BACKGROUND:** To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

**RATIONALE:** The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

**FUNDING:** Per attached summary of requisitions.

**RECOMMENDATION:** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services.



**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
SUMMARY OF SERVICES**

---

A. Vendor: Sutter Tracy Community Hospital  
Site: Tracy High School  
Item: Proposal - Ratify  
Services: Provide the students at Tracy High School an opportunity to enroll in the hospital's Job Shadowing Program; which allows the students to evaluate and experience career opportunities in the health care field.  
Cost: No cost to the District  
Project Funding: No funding required

---

B. Vendor: Parent Institute for Quality Education  
Site: Delta Island Elementary School  
Item: Proposal - Ratify  
Services: Provide a Parent Training Course for the parents at Delta Island School; this program allows the parents to develop skills and techniques which will enable them to address the educational needs of their school aged children.  
Cost: \$5,000.00  
Project Funding: Categorical Funding/Title 1

---

C. Vendor: Skelton Heating and Air Conditioning, Inc.  
Site: Various School Sites  
Item: Agreement - Ratify  
Services: Furnish and install mini-split HVAC systems at Bohn, Hirsch, Jacobson, Poet-Christian and South/West Park School's - Kitchen Areas.  
Cost: \$24,595.00  
Project Funding: Food Services

---

D. Vendor: Skelton Heating and Air Conditioning, Inc.  
Site: Various School Sites  
Item: Notice of Completion  
Services: Furnished and installed mini-split HVAC systems at Bohn, Hirsch, Jacobson, Poet-Christian and South/West Park School's - Kitchen Areas.  
Original Contract: \$24,595.00 Change Order: \$0.00 Total Amount: \$24,595.00  
Completion Date: January 9, 2009  
Project Funding: Food Services

---

E. Vendor: Cool Roofing Systems  
Site: Various School Sites  
Item: Change Order #1  
Services: Jacobson's administration roof had to be replaced earlier then was anticipated. One (1) liter head and downspout to be installed at North School. Three (3) roof hatches were installed at Tracy High School, along with a time extension to the Contractors Agreement pertaining to the EB Theater; this was due to the coordination of HVAC units being installed on the EB Theater.  
Cost: \$58,490.00  
Project Funding: Deferred Maintenance 08/09

---

---

F. Vendor: Engineered Facility Equipment  
Site: Tracy High School – Locker Rooms  
Item: Change Order #1  
Services: Remove existing brackets, install new concrete base and clean existing tile surface behind new lockers removed in the Boy's Team Room and renovate and install pressure treated plywood at existing base curbs in both Boy's and Girl's Locker Rooms  
  
Cost: \$5,193.20  
Project Funding: Deferred Maintenance 08/09

---

G. Vendor: AMS.Net  
Site: Kimball High School  
Item: Proposal - Ratify  
Services: Provide Valcom clock/speakers for Kimball High School. The clock/speakers were included in F&H Construction's lease-leaseback agreement but it was determined that ISET could purchase the clock/speakers directly at a reduced cost. F&H Construction will be issuing a credit change request in the amount of \$104,850.  
  
Cost: \$\$99,768.27  
Project Funding: Developer Fees and State School Building Fund (SSBF)

---



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** January 16, 2009  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

**BACKGROUND:** In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

1. Tracy Unified School District: From: Wells Fargo Bank (check number 9601823 dated 9/30/08). The donation is in the amount of \$2,140.00. The donation will be used to purchase items and supplies for the sites.
2. Tracy Unified School District/Tracy High School: From: Bio-Rad Labs. c/o THS. The donation has an estimated value of \$4,700.00. The donation includes one McCycler Thermal Cycler for running the Polymerase Chain Reaction (serial number 580BR-09583) and will be used in the Biotechnology program at Tracy High School.
3. Tracy Unified School District/Wanda Hirsch: From: Tracy Hospital Foundation. The donation is in the amount of \$8,500.00 (check number 1173 dated 12/19/08). The donation will be for Project Fit equipment at Wanda Hirsch Elementary School.
4. Tracy Unified School District/Luis Bohn: From: Tracy Hospital Foundation. The donation is in the amount of \$30,000.00 (check number 1172 dated 12/19/08). The donation will be for Project Fit equipment at Louis Bohn Elementary School.

**RATIONALE:** Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

**FUNDING:** Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

**RECOMMENDATION:** Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District.

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services  
**DATE:** ~~Dr. Sheila Harrison~~ January 16, 2009  
**SUBJECT:** Approve Overnight Travel for Tracy High School Varsity Dance Team to Participate in UDA West Coast Championship Dance Competition at Los Angeles Expo Center in Los Angeles, CA on February 26 - March 1, 2009

**BACKGROUND:** The Tracy High School Dance Team has been invited to attend UDA West Coast Championship Dance competition in Los Angeles. Approximately 13 students and 2 coaches will attend this event. The team will be staying at the Hilton in Universal City. The team will travel by vans driven by the coaches, Sonya Hardy and Lori Fletcher to Los Angeles on February 26, and return home on March 1, 2009.

**RATIONALE:** The team has worked very hard to earn placement to participate in this event. It will give the team a great opportunity to represent Tracy at the national competition. This aligns with Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** The cost per member is \$400.00 which includes entry fees, competition fees, daily breakfast, and hotel accommodations. All other funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the students electing to participate in this competition.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Varsity Dance Team to Participate in UDA West Coast Championship Dance Competition at Los Angeles Expo Center in Los Angeles, CA, on February 26 - March 1, 2009

**Prepared by:** Mr. Jason Noll, Principal, Tracy High School.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** January 12, 2009  
**SUBJECT:** Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in Ontario, California March 20 – 22, 2009

**Background:** The United Black Student Unions of California host a leadership convention every year for all Black Student Union affiliate schools. The organization works to bring about improved racial relations on campuses by promoting mutual respect for all cultures. The Annual Convention provides panel discussions, workshops and distinguished lecturers to enrich the learning experience of the attendees. There will be a total of 6 students from West High and 2 chaperones. TUSD employees attending the conference are Audrey Harrison, and Mary Gary. We will stay at the Doubletree Hotel, 222 North Vineyard Ave., Ontario, Ca. 91764. We will travel in a District van driven by Audrey Harrison.

**Rationale:** The West High Black Student Union members learn how to be strong community and campus leaders at this conference. This should be an enriching experience for our students, exposing them to a professional environment and allowing them an opportunity to network with other students from schools around California. This meets Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**Funding:** The cost will be an estimated \$285.00 per person for transportation, accommodations, meals and registration fees. The cost will be paid by the students attending and funds earned from fundraising efforts.

**Recommendation:** Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in Ontario, California, March 20 – 22, 2009

**Prepared by:** Jeff Frase, Principal - West High School



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** *SH* January 7, 2009  
**SUBJECT:** Approve Overnight Travel for Titian Lish, Stephanie Neuerberg, Alyssa Piwowski, Caitlin Clark, Andi Huckaba, Elise Hudak, Mitchell Adams, and Victor Serda to Attend the CA State Thespian Festival in Ontario, CA April 3-5, 2009

**BACKGROUND:** Participation in the California State Thespian Festival is a prestigious honor for high school students. Seven students from Tracy High will be provided the opportunity to perform at the festival, compete for scholarships, and audition for performing arts programs from various colleges. Students and Mrs. Lish will be staying at the Country Side Suites in Ontario. Transportation will be provided by Mrs. Lish.

**RATIONALE:** It is a goal of the THS Performing Arts Magnet to provide students with increased performance opportunities. Our students, Stephanie Neuerberg, Alyssa Piwowski, Caitlin Clark, Andi Huckaba, Elise Hudak, Mitchell Adams and Victor Serda are uniquely qualified to participate in this event and represent their own, and Tracy High's dedication to theatre. They are recognized members of the International Thespian Society. This aligns with Strategic Goal #1 Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** Expenses for the CA State Thespian Festival will be paid out of the ASB Drama Club account via students' family contributions. The total cost for Mrs. Lish and students is \$3200.00.

**RECOMMENDATION:** Approve Overnight Travel for Titian Lish, Stephanie Neuerberg, Alyssa Piwowski, Caitlin Clark, Andi Huckaba, Elise Hudak, Mitchell Adams, and Victor Serda to Attend the CA State Thespian Festival in Ontario, CA April 3-5, 2009

**Prepared by:** Pat Anastasio, Principal, Tracy High School.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** JAH Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** January 13, 2009  
**SUBJECT:** Approve Service Agreement for Vinewood Center for Children and Families to Provide Parenting Education Classes at South/West Park School

**BACKGROUND:** As part of our school plan evaluation last year, the staff determined that there is a critical need for parenting classes. During the 2007/2008 school year the School Site Council approved a total of \$6,000.00 of EIA, ELAPS and PI funds to be used to provide the Parenting Classes.

**RATIONALE:** A survey completed by parents indicated that there is an interest in parenting classes which include information on discipline, family, health, drug and alcohol prevention and community resource and referral services. The parenting classes will be presented by facilitators trained by Parent Project, Inc. A textbook will be provided for each participant as well as childcare for all attendees. This supports Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The \$6,000.00 cost will be paid by EIA, ELAPS and P.I. funds.

**RECOMMENDATION:** Approve Service Agreement for Vinewood Center for Children and Families to Provide Parenting Education Classes at South/West Park School.

**Prepared by:** Ramona Soto, South/West Park School Principal



**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Ave., Tracy, California, 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between the Tracy Unified School District, hereinafter referred to as "District", and Vinewood Center for Children and Families hereinafter referred to as "Contractor", is for consultant or special services to be performed by a non employee of the District. District and Contractor herein named do mutually agree to the following terms and conditions:

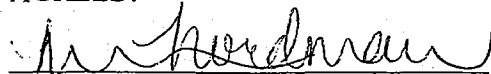
1. Contractor shall perform the following duties: One (1) series of the Parent Project Jr (Loving Solutions Curriculum), a parent training program offered for up to 38 parents in the Spanish Language on the school campus. Course includes provision of 38 parent manuals, costs for lead and co- facilitators, photocopying, snacks, beverages, class supplies, mental health consultation, outreach activities, data collection and program coordination.
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 142 (HOURS)/DAY(s) (circle one), under the terms of this agreement at the following location:  
South/West Park Elementary Schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 42.00 per (HOUR)/DAY/FLAT RATE (circle one), not to exceed a total of \$6,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of the agreement.
  - c. District shall make payment on a [ X ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of the agreement shall commence on February 2009 and shall terminate on May 30, 2009.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability of loss, damage or injury to person(s) or property resulting from, or caused by, contractor's services during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, indirectly employed by Contractor upon or in connection with this Agreement or any of the participants arising out of or in the course of their term of this Agreement and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against District in any such action, suit of legal proceedings or the result thereof. Nothing herein provide shall be construed to require Contract to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents or employees.

8. This agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of the Contractor.
9. Contractor certifies that his or her current employee, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statues, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:



Consultant Signature (1)

Social Security Number (2)

Date

Executive Director

Title

Vinewood Center for Children and Families

Address

35 East 10<sup>th</sup> Street, Suite J-1

Tracy, Ca. 95376

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

20201 WINDWOOD DRIVE • WOODBRIDGE, CA 95258  
PHONE (209)835-8282 • FAX (209)835-8133 • E-MAIL VINWOODCENTER.ORG

## REGINA NORDMAN

### EXECUTIVE DIRECTOR

**OBJECTIVE:** To secure a challenging position as a mental health consultant for Early Mental Health Initiative programs and to facilitate collaborative efforts to afford greater access to early prevention and intervention school based mental health programs and services by underserved children in the Tracy Community.

#### EDUCATION

---

2003	California Board of Behavioral Sciences	
	<i>Licensed Marriage and Family Therapist</i>	
1998-2000	National University	Stockton, CA.
	<i>Master of Arts-Counseling Psychology</i>	
1984-1986	San Diego State University	San Diego, CA.
	<i>Bachelor of Science-Business Administration-Management</i>	

#### EXPERIENCE

---

2001 – Present	Vinewood Center for Children and Families	Tracy, CA.
	<i>Executive Director/Therapist/Mental Health Consultant</i>	
	<ul style="list-style-type: none"><li>Facilitated the opening of a mental health clinic for charitable purposes in collaboration with a fully functioning board.</li><li>Assisted school district by supporting state contracts to deliver EMHI services and provided mental health consultation, supervision and training for program staff.</li><li>Collaborated with outside agencies in ongoing efforts to integrate behavioral health and health systems and developed community wide mental health information resources.</li><li>Responsible for the provision of individual, group, child and adolescent and family therapy services in a variety of settings.</li><li>Obtained continuing education coursework in Personality Disorders, Post Traumatic Stress Disorder, Behavior Disorders and received Cultural Competency Certification.</li></ul>	
2000-2001	Valley Community Counseling	Stockton, CA.
	<i>School Based Mental Health Clinician</i>	
	<ul style="list-style-type: none"><li>Provided mental health services for children and families suffering from mental disorders and abuse and neglect in school based settings.</li><li>Maintained documentation to satisfy Medi-Cal requirements for reimbursement under EPSDT funding.</li></ul>	

- Provided program development for school programs and collaborated with community agencies to optimize treatment outcomes for minors obtaining services.
- In addition to regular clinical supervision attended clinical trainings in the areas of Traumatic Child Abuse, Family Therapy, Play Therapy and Cultural Competency.

1999-2000 FICS/Delta Healthcare

Stockton, CA

*School Based Mental Health Clinician*

- Implemented psychological treatment for individuals and families in a school based medical clinic setting.
- Consulted with physicians and nurse practitioners concerning mental health diagnosis and treatment plans for clients.
- Collaborated with crisis team to provide intensive services for clients if needed.
- Maintained high client retention rates and on-site referrals.
- Provided advocacy for increasing awareness of mental health issues in children and their families and offered supportive counseling services to professional staff.
- In addition to regular clinical supervision, attended clinical trainings in the areas of Crisis Management, Family Therapy, and Adolescent Therapy.

1993-1999 Smith Kline Beecham

Philadelphia, PA

*Medical Sales Specialist*

- Provided education for physicians, nurses and hospital staff on prescription drug therapies including psychotropics.
- Provided field training for new representatives.
- Acted as convention coordinator in 1998 and obtained Director's award for outstanding sales for three consecutive years.

1987-1993 Wyeth-Ayerst Laboratories

Pittsburgh, PA

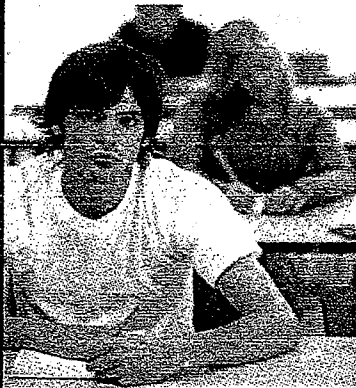
*Territory Manager~Medical Sales*

- Marketed hospital medical and pharmaceutical products in institutional settings to hospital staff
- Increased sales of nutritional products by 100 percent over a two-year period in San Joaquin County.
- Assisted marketing team with developing marketing strategy for new product launches.
- Provided patient education on infant nutrition and care.

*Member ~ California Association of Marriage and Family Therapists, California Association of Non-Profits, Mental Health Association of California*



**The tougher it  
is to be a teen,  
the tougher it  
gets to be a  
parent!**



## Mayor's Community Youth Support Network presents

### Vinewood Center for Children & Families



- *Prevent YOUR CHILD from using alcohol and drugs.*
- *Stop parent-child arguments forever!*
- *Improve YOUR CHILD'S grades and school attendance*
- *Prevent gang involvement.*
- *Learn how to "out-will" a strong-willed child!*

**Parents who register for FREE 30 hour training receive:**

- ☒ Course manual
- ☒ Real solutions
- ☒ Strategies and support to implement positive change in YOUR HOME

## ***Register Today!***

**Courses offered in English & Spanish at local schools**

**All classes are held from 5 p.m. to 8 p.m.**

**North School in Spanish : Oct. 8 to Dec. 17, 2008**

**North School in English : Oct. 2 to Dec, 11, 2008**

**South/West Park in Spanish : Feb. 26 to Apr.30, 2009**

**To register or for additional  
information call**



**835-8282 or visit [vinewoodcenter.org](http://vinewoodcenter.org)**



# EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent  
From: JH Dr. Shelia Harrison, Assistant Superintendent of Educational Services  
Date: January 14, 2009  
Subject: **Approve Addendum to Master Claiming with Stanislaus County Office of Education for Medi-Cal Administrative Activities for 2008-2009.**

**Background:** In 1999 the Federal government developed a plan entitled Medi-Cal Administrative Activities (MAA) to reimburse schools for the time and materials to implement this program. Tracy Unified School District is under the Local Education Consortium, Region Six, and Stanislaus County Office of Education and work with participants of the program on a quarterly basis.

Attached is the 2008-09 Addendum to the NMAS-JPA Master Claiming Agreement. In 2007-08, the NMAS-JPA shifted from a percentage based fee to a flat fee to be revised each year based on historical data. This change was precipitated by the potential elimination of the MAA program. The ruling initiated by Centers for Medicare and Medicaid Services (CMS) will currently sunset the School-Based Medi-Cal Administrative Activities (SB-MAA) program effective March 31, 2009. Although considerable actions are being initiated to protect the MAA program, we are not certain at this time of the outcome.

Consequently, although the 2008-09 Addendum is for the full year, a clause has been added to indicate there will be no fee for quarter 4, 2009 if the program does sunset; your invoice will be for the first three quarters of 2008-09, and the fourth quarter will only be invoiced if the program is extended.

**Rationale:** The funds obtained from this plan are invaluable for Health Services, Prevention Services, The Tracy Family Center, all Participating School Sites and S.T.E.P.S. for keeping programs intact. This meets Strategic Goal Goal 2: Provide a safe environment for students and staff that is conducive to learning.

**Funding:** There is no direct cost to the District. This language was added so that the LEA could be reimbursed a portion of the fee on the LEA's SB-MAA invoice each quarter. Left without this language, and basing the fee on a percentage, would not allow for the reimbursed fee. However, changing the fee to a "flat fee" still allows the reimbursement through the invoice process. It will also allow the JPA to complete all services to the districts if the MAA program actually sunsets. In this scenario, dollars generated over the JPA actual costs will be reimbursed pro rata when the NMAAS-JPA terminates.

**Recommendation:** Approve Addendum to Master Claiming with Stanislaus County Office of Education for Medi-Cal Administrative Activities for 2008-2009.

Prepared by: Cynthia Edmiston, Coordinator of Health Services

**MEDI-CAL ADMINISTRATIVE SERVICES - JPA**  
**ADDENDUM TO THE MASTER CLAIMING AGREEMENT**  
**FOR 2008-2009**

This Addendum is made and entered into this 1<sup>st</sup> day of July, 2008, by and between the Tracy Unified School District (District), (hereinafter referred to as "Local Educational Agency" or "LEA") and the Northern California Medi-Cal Administrative Services Joint Powers Authority, (hereinafter referred to as "NMAS-JPA" or "JPA").

WHEREAS, Centers for Medicare and Medicaid Services (CMS) finalized regulations that would eliminate the MAA program which provides for reimbursement for Medicaid expenditures for school-based administrative activities.

WHEREAS HR2642 has since been signed into law by President George W. Bush, which included language that extended the MAA program through March 31, 2009.

WHEREAS, NMAS-JPA desires to comply with the new regulations and desires to assure funding of the LEA's MAA claims.

It is mutually agreed between the parties that this Addendum is to amend the fee schedule as currently set forth in the Medi-Cal Administrative Claiming Agreement as indicated below and that all other terms and conditions of the master agreement will remain in full force and effect

**1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES**

This Addendum shall be effective for the 2008-2009 fiscal year, for twelve (12) consecutive months commencing on July 1, 2008. Should the MAA program continue due to legislative action, this addendum will automatically be resubmitted to the District for each consecutive fiscal year, with a revised flat fee based on the most current completed fiscal year's data.

**2. FEE SCHEDULE**

A. In lieu of paying a percentage-based fee, the LEA shall pay to NMAS-JPA a flat rate. This rate is the average of the total LEA JPA fee payments made between the fiscal years 2006 - 2008. This annual flat fee amount is \$ 22,289 . Equal portions representing  $\frac{1}{4}$  of this total amount may be paid quarterly. If the MAA program should sunset April 1, 2009, there will be no fee for the fourth quarter, 2009. Quarterly fees for FY 2008-09 must be paid in full prior to the date of sunset in order for LEA to be reimbursed proportionally by DHCS.

B. There will be no refund at the end of the year should total fees collected by NMAS-JPA

NMAS-JPA ADDENDUM FOR 2008-2009 Page 1



from all LEAs exceed the actual costs incurred by the NMAS-JPA to provide the agreed-upon services, but will be rebated to the districts at the termination of the NMAS-JPA.

3. LEA GOVERNING BOARD AUTHORIZATION

LEA affirms that this Addendum has been approved by the Governing Board of the LEA at its meeting of \_\_\_\_\_ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Addendum to the Master Claiming Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

**LEA**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LEC**

**By:** \_\_\_\_\_

**Name:** Don Gatti

**Title:** Assistant Superintendent

**Date:** \_\_\_\_\_

**NMAS-**

**JPA**

**By:** \_\_\_\_\_

**Name:** Susan Hamblin

**Title:** Director

**Date:** \_\_\_\_\_



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison Assistant Superintendent Educational Services  
**DATE:** January 12, 2009  
**RE:** Approve funding for the Agriculture Incentive Grant for West High School 2008-09

**Background:** The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant, and that this application be approved by the local school board.

**Rationale:** The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of \$ 10,000.00. This supports Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**Funding:** The grant will provide \$10,000.00 and the District is responsible to supply in-kind matching funds.

**Recommendation:** Approve funding for the Agriculture Incentive Grant for West High School 2008-2009

**Prepared by:** Jeff Frase, Principal, Merrill F. West High School

**AGRICULTURAL VOCATIONAL EDUCATION INCENTIVE GRANT  
APPLICATION FOR SPECIALIZED GRANT FUNDING**  
(Due Date: To be received in Regional Supervisor's Office by December 15, 2008)  
**DATES OF PROJECT DURATION - JULY 1, 2008 TO SEPTEMBER 30, 2009**

Merrill F. West High School  
(School Site)

Tracy Unified School District  
(District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions in the operations in this project/program for local participation and assistance.

Sheila Harrison  
Signature of Authorized Agent

Assistant Superintendent of Education Services  
Title

Melvin Dyer  
Signature of Agriculture Teacher  
Responsible for the Program

Jeffrey J. [Signature]  
Signature of Principal

Contact Phone Number 209-815-7276

Date of Approval of Local Agency Board:

approved 1-27-09

**CRITERIA FOR SELECTION:**

- 1 Site must have matched original Agriculture Vocational Education Incentive Grant Application.
- 2 Site shall not have received Specialized Agricultural Vocational Education Incentive Grants totaling more than \$10,000 within the past three years. For example, if a site received an \$8,000 grant last year, then they are eligible for up to \$2,000 this year.
- 3 Site must be able to match the Specialized Agricultural Vocational Education Incentive Grant.
- 4 Site must show expenditures that are unique in nature. I.E. Purchasing new equipment for a computer lab, science lab, mechanics laboratory, etc.

Total Amount of Funds Requested (Maximum of \$10,000)

\$10,000.00

**PART A - Please describe the proposed use of funds. (Use additional pages if needed)**

Merrill F. West Agriculture Department is requesting a technology grant in the area of Ornamental Horticulture and Floriculture ROP. It is the opinion of the Agriculture Advisory Committee per the January 17, 2008 meeting that the students in this program require the same equipment and technology that is found in the general education curriculum classrooms as well as access to multimedia presentation experience for Floriculture sales and design. If this area is funded, students will be able to demonstrate proficiency using the SmartTech Smart Board for presentations in class and have access to additional educational material via internet access. The AverMedia Avervision document camera will provide student access to hands on learning demonstrations, visual access to specialized documents and photos. The Nikon Digital Camera and Color Laser Jet and support equipment will give access to photo creation, photo manipulation and document creation for the A-G Art Portfolio Standards to fulfill Art requirements in Floriculture. The existing equipment includes: 4 Hewlett Packard Compaq computers and a black and white Laser Jet SMP.

PART B - How will this project improve the local program? (Use additional pages if needed)

Floriculture ROP Course will be able to apply for and achieve the A-G Art Standards by providing additional access to art resources and art element examples while providing students with the ability to be able to create and meet the Portfolio Standards in the Study of Art while using a 3-dimensional floral media. This improvement in Art standards will allow for course requirements and support articulation agreements at the community college level. This boost in technology will help the students meet the Expected School Learning Results (ESLRs) 'Critical Thinker, Problem Solver, and User of Information, Technology and Research' as well as support WASC goals for development of Small Learning communities and Student Project based learning. Student's portfolio quality will increase tremendously. It will enlarge the promotion of ROP and Career Technical Education in the Agriculture Program and to continue to focus on the development of meaningful and challenging learning projects to promote school to work transition skills, critical thinking skills, and problem solving skills.

PART C - FINANCIAL SCHEDULE

Line	Acct. No.	Classification	A Description of Item for which funds will be	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies			
2			Subtotal for 4000	\$0.00	\$0.00
3	5000	Services and other Operating	1		
4		Expenses such as Personal	2		
5		Services of Consultants, Staff	3		
6		Travel, and Conference; Rentals,	4		
7		leases, and Repairs; Bus	5		
8		Transportation			
8			Subtotal for 5000	\$0.00	\$0.00
9	6000	Capital Outlay includes sites and	1 Digital Camera/mem/equ	200.00	200.00
10		improvements of sites; buildings,	2 Avermedia Doc. Camera	663.00	663.00
11		and improvement of buildings,	3 Smart Board/Lic./equip.	4,982.00	4,982.00
12		equipment; equipment;	4 Color Printer/cart.	4,153.00	4,153.00
13		replacement	Subtotal for 6000	\$9,998.00	\$9,998.00
14			Total for 4000- 6000 Lines 2,8,13	\$9,998.00	\$9,998.00

TOTAL Specialized Vocational Agriculture Inventive Grant Funds

\$10,000.00

**Price Quote**

DATE	EXPIRES
12/1/2008	12/31/2008





**PURCHASE ORDER INFO.**

DecoTech Systems, Inc  
2151 Salvio St., Suite 260  
Concord, CA 94520

ATTN: Lisa Joubert  
Fax: (800) 394-7116  
Voice: (800) 597-0757 ext. 730  
E-mail: LisaJ@decotech.com

**Websites:**

<http://www.sony.com>  
<http://www.fujifilm.com>

QTY	ITEM	DESCRIPTION	TERMS	FOB
			Net 30	Destination
			UNIT PRICE	TOTAL
		<b>NOTE: Products Available While Supplies Last</b>		
		<b>Digital Cameras</b>		
0	8876153	Kodak M763 - Digital camera - compact - 7.2 Mpix - optical zoom: 3 x - supported memory: MMC, SD, SDHC - silver 	129.00	0.00
1	26100	Nikon CoolPix S210 - Digital camera - compact - 8.0 Mpix - optical zoom: 3 x - supported memory: MMC, SD, SDHC - Black 	166.00	166.00
0	F-FX S1000-US-CD	Fujifilm FinePix S8100fd - 10.0 Mega Pixel - Optical Zoom: 18X - Supported memory: MMC, SD, xD, SDHC, xD Type H, xD Type M 	229.00	0.00
		<b>Document Cameras</b>		
1	VIS3AFPLS	AverMedia AVERVISION 300AF+ Portable Document Camera 	615.00	615.00
		<b>Accessories: Sony/Fuji</b>		
0	29557	Cables to Go USB 2.0 26-in-1 Memory Card Reader (CF I, CF II, MS, MS PRO, Microdrive, MMC, SD, SM, MS Duo, xD, MS PRO Duo, miniSD) - Hi-Speed USB	23.00	0.00
		<b>Accessories: Kodak</b>		
0	1967272	Kodak M763 Digital camera Carrying case - Black/Blue	12.00	0.00
1	5811	Nikon CoolPix Digital camera Carrying case - Black leather	17.00	17.00
1	SDSDQ-001G-A11M	SanDisk - 1GB flash memory SD Card	15.00	15.00
		<b>PLEASE MAKE PURCHASE ORDER PAYABLE TO:</b> <b>DECOTECH SYSTEMS, INC. - vendor code 83-14</b> 2151 Salvio Street, Suite 260 Concord, CA 94520  **Orders less than \$250.00 will incur a \$15.00 Shipping Fee**		
		Subtotal		813.00
		CA Sales Tax	7.75%	61.85
		<b>Total</b>		<b>874.85</b>

# Western Blue

## Price Quote

DATE	EXPIRES
11/1/2008	11/30/2008

### PURCHASE ORDER INFO.

Western Blue Corp  
9745 Business Park Drive, Suite A  
Sacramento CA 95827-1704

ATTN: Tim Meade  
Fax: (916) 366-0776  
Voice: (916) 669-0440 and (800) 660-0430  
E-mail: tmeade@westernblue.com

### SmartBoard and Accessories

Website: <http://www.SmartTech.com>

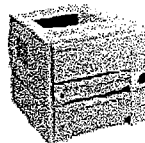
QTY	ITEM	DESCRIPTION	TERMS	FOB
			Net 30	Destination
			UNIT PRICE	TOTAL
0	SB680	SmartTech SmartBoard 77" Interactive Whiteboard - Wall Mount	1,250.00	0.00
1	SB690	SmartTech SmartBoard 94" Interactive Whiteboard - Wall Mount	1,750.00	1,750.00
<b>Options</b>				
0	FS670	Mobile Floor Stand for SB680	329.00	0.00
1	WC6-NA	Wireless Bluetooth Connection for SmartBoard 600 Series	179.00	179.00
1	USB-XT	USB Active Extension Cable - 16 feet	17.00	17.00
0	CCJ-680	Padded Cover with Handles for SB680	190.00	0.00
1	WS100	Airliner Wireless Slate	379.00	379.00
1	ST-122L	StarTech.com VGA Video Splitter / Distribution Amplifier 2 Port	33.00	33.00
1	26-112-15	VGA 6' MHR M/F Cable	20.00	20.00
1	26-238-18	VGA M50' MHR M/M	79.00	79.00
1	SI-300-L	Smart Tech Smart Ideas License	99.00	99.00
1	SNT-RMT-1	SmartTech Senteo Remote	95.00	95.00
0	SNT-24	SmartTech Senteo System with Receiver, 24 Remotes and Software CD	1,470.00	0.00
1	SNT-32	SmartTech Senteo System with Receiver, 32 Remotes and Software CD	1,880.00	1,880.00
<b>*Price Subject to Change</b>				
PLEASE MAKE PURCHASE ORDER PAYABLE TO: <b>Western Blue Corp</b> (vendor code 9917-01)				
Subtotal				4,531.00
CA Sales Tax			7.75%	351.15
Shipping				100.00
<b>Total</b>				<b>4,982.15</b>



invent

**PURCHASE ORDER INFO.**

Hewlett-Packard Company  
PO Box 277205  
Atlanta, GA 30384-7205  
Contract: A63309 WSCA II  
CEP: DecoTech Systems, Inc  
ID# 0385360001  
ATTN: Lisa Joubert  
Fax: (800) 394-7116  
Voice: (800) 597-0757 ext. 730  
E-mail: LisaJ@decotech.com  
Printer Website:  
<http://welcome.hp.com/country/us/eng/prodserv/printing.html>



**Price Quote**

DATE	EXPIRES
12/1/08	12/31/08

QTY	ITEM	DESCRIPTION	TERMS	FOB
			Net 30	Destination
			UNIT PRICE	TOTAL
<b>Printers: B-W LaserJet Series Network</b>				
0	CB515A#ABA	Laserjet P4515TN (Med Wrkgrp - 3 trays), 55 ppm, 1100 Sheets	1,772.00	0.00
0	CB509A#ABA	Laserjet P4015n (Med Wrkgrp - 2 trays), 45 ppm, 600 Sheets	1,053.00	0.00
0	CB413A#ABA	Laserjet P1505n (Sml Wrkgrp - 1 tray + Input ) 24 ppm, 250 Sheets	199.00	0.00
0	Q3722A#ABA	Laserjet 9050n (Lg. Workgrp), 1100 Sheets	3,173.00	0.00
0	Q3723A#ABA	Laserjet 9050dn (Lg. Workgroup) 50ppm +two-sided	3,506.00	0.00
<b>Printers: COLOR LaserJet Series Network</b>				
0	CC378A#ABA	Color Laserjet CP1518ni (Sm/Med. Wrkgrp)	299.00	0.00
1	Q7493A#ABA	Color Laserjet 4700dn (Med. Wrkgrp w/ duplex)	1,475.00	1,475.00
0	Q3715A#ABA	Color Laserjet 5550dn (Lg. Wrkgrp w/ duplex)	2,953.00	0.00
<b>Print Cartridges</b>				
0	C8543X	HP Black Print Cartridge (10,000 pages) 9000 Series	275.00	0.00
0	CC364A	HP Black Print Cartridge (10,000 pages) P4515, P4015 Series	158.00	0.00
0	CB436A	HP Black Print Cartridge (2,000 pages) P1505n Series	71.00	0.00
0	C9369WN	HP 99 Tri-color Photo Inkjet Print Cartridge (13ml)	26.00	0.00
0	C9368AN	HP 100 Gray Photo Inkjet Print Cartridge (15ml)	26.00	0.00
0	CB540A	HP Color Laser Jet Black Print Cartridge - CP1518ni Series	71.00	0.00
0	CB542A	HP Color Laser Jet Yellow Print Cartridge - CP1518ni Series	66.00	0.00
0	CB543A	HP Color Laser Jet Magenta Print Cartridge - CP1518ni Series	66.00	0.00
0	CB541A	HP Color Laser Jet Cyan Print Cartridge - CP1518ni Series	66.00	0.00
0	C9730A	HP Color Laser Jet Black Print Cartridge - 5500 Series	230.00	0.00
0	C9731A	HP Color Laser Jet Cyan Print Cartridge - 5500 Series	322.00	0.00
0	C9732A	HP Color Laser Jet Yellow Print Cartridge - 5500 Series	322.00	0.00
0	C9733A	HP Color Laser Jet Magenta Print Cartridge - 5500 Series	322.00	0.00
2	Q5950A	HP Color Laser Jet Black Print Cartridge - 4700 Series	182.00	364.00
2	Q5951A	HP Color Laser Jet Cyan Print Cartridge - 4700 Series	259.00	518.00
2	Q5952A	HP Color Laser Jet Yellow Print Cartridge - 4700 Series	259.00	518.00
2	Q5953A	HP Color Laser Jet Magenta Print Cartridge - 4700 Series	259.00	518.00
<b>Service Contracts</b>				
0	UC733E	3 Year Next Bus Day Exchange Response (CP1518ni series)	66.00	0.00
0	UJ516E	3 Year Next Bus Day On-Site Response (P4515 series)	414.00	0.00
0	H5479E	3 Year Next Bus Day On-Site Response (P4015 series)	290.00	0.00
0	UG608E	3 Year Next Bus Day Exchange (P1505n series)	42.00	0.00
0	H7694E	3 Year Next Bus Day On-Site Response (9000 series)	1,078.00	0.00
1	H3113E	3 Year Next Bus Day On-Site Response (Color 4700 series)	497.00	497.00
0	H5549E	3 Year Next Bus Day On-Site Response (Color 5500 series)	1,369.00	0.00
<b>*While supplies last. Prices subject to change.</b>				
<b>PLEASE MAKE PURCHASE ORDER PAYABLE TO:</b>				
<b>Hewlett Packard</b> vendor code 83-13				
Subtotal				3,890.00
CA Sales Tax			7.75%	262.96
Shipping				No charge
<b>Total</b>				<b>4,152.96</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** January 16, 2009  
**SUBJECT:** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending January 15, 2009.

**BACKGROUND:** Pursuant to the Williams Settlement, the Valenzuela Settlement, and California Education Code Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for student who have completed grade 12 but not passed the California high School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were two complaints filed under the Williams/Valenzuela settlements during the October 15, 2008 – January 15, 2009 reporting period.

**RATIONALE:** The quarterly report for the period of October 15, 2008 – January 15, 2009, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the number of complaints received through the Williams Uniform Complaint Process during the specified quarter. This report supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment, and research-based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #2: Provide a safe environment to students and staff that is conducive to learning.

**FUNDING:** No cost

**RECOMMENDATION:** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending January 15, 2009.

**Prepared by:** Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement



**San Joaquin County Office of Education**  
**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on *Williams* Uniform Complaints**  
 [Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Carol Anderson-Woo Title: Director of Curriculum,  
Accountability and Continuous Improvement

Quarterly Report Submission Date: ☐ April 15, 2008  
 (check one) ☐ July 15, 2008  
☐ October 15, 2008  
☒ January 15, 2009

Date for information to be reported publicly at governing board meeting: 1/27/09

Please check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☒ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions	2	2	0
CAHSEE Intensive Instruction and Services			
<b>TOTALS</b>	2	2	0

Dr. James Franco  
 Print Name of District Superintendent

J. Franco  
 Signature of District Superintendent

1 / 15 / 09  
 Date



*"The future belongs  
to the educated"*

**Tracy Unified School District  
OFFICE OF CURRICULUM, ACCOUNTABILITY  
& CONTINUOUS IMPROVEMENT**

**Carol Anderson-Woo Ed.D., Director**

(209) 830-3275

(209) 830-3209 (fax)

December 15, 2008

Mr. John Anderson  
West High School

Mr. Anderson,

On November 14, 2008 I received your Williams Uniform Complaint Form dated November 4, 2008. Your complaint indicates that it is a complaint regarding the School Building and Facility Conditions. Your specific complaint is that "the roof in P-16 leaks a significant amount of water onto student desks/work area and floor."

This letter serves as an update to the status of your complaint. The Tracy Unified School District Maintenance Department has confirmed that the roof is in need of repair. They have received an estimate to repair the roof and have approved the job. The roof repair is scheduled for December 22, 2008, weather permitting. Once the roof repairs have been completed, a follow-up letter will be sent informing you that the project is completed. Following that, please let me know if there are any further problems with roof leaks in room P-16

We appreciate your concerns and share your interest in providing a safe and healthy work and learning environment. If you have any other concerns or questions related to instructional materials, teacher assignment or facility conditions that are covered under the Williams Complaint Process, please contact me.

Sincerely,

Carol Anderson-Woo

Director of Curriculum, Accountability and Continuous Improvement

NOV 14 2003

Continuous Improvement

**TRACY JOINT UNIFIED SCHOOL DISTRICT  
WILLIAMS/VALENZUELA UNIFORM COMPLAINT FORM**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment, or the lack of opportunity to receive intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Contact Information:Response requested? ☒ Yes ☐ NoName: John AndersonAddress: Rm. H-2 at West High

Phone Number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: janderson@tued.netLocation of the problem that is the subject of this complaint:School: West High School, Tracy, CA.Course title/grade level and teacher name: Rm. P-16, Mr. Tiffany & Mr. PriceRoom number/name of room/location of facility: Rm. P-16Date problem was observed: Monday, 11/3; Tuesday, 11/4

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

## 1. Textbooks and instructional materials (Education Code 35186; 5 CCR 4681):

*The title of the course(s) or grade level in which the deficiency or deficiencies exist is:*

*The specific nature of the deficiency or deficiencies are:*

\_\_\_ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

\_\_\_ A pupil does not have access to textbooks or other instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.

\_\_\_ Textbooks or instructional materials are in poor or unusable condition, have missing pages or are unreadable due to damage.

\_\_\_ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

## 2. Teacher vacancy or misassignment:

\_\_\_ A semester began and a certified teacher was not assigned to teach the class. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

\_\_\_ A teacher lacks credentials or training to teach English learners or is assigned to teach a class with more than 20% English learners in the class.

\_\_\_ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions:

- ☒ A condition exists that poses an emergency urgent or threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition.
- ☐ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
- ☐ The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when closing of the restroom is necessary for pupil safety or to make repairs.

4. High school exit exam intensive instruction and services: (Education Code 35186)

- ☐ Pupils who have not passed the high school exit exam by the end of grade 12 were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after the completion of grade 12.

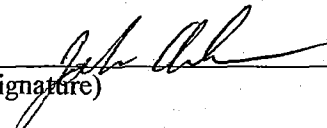
Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of pupils or staff.

The roof in P-16 leaks a significant amount of water onto student desks/work area and floor.  
Water leakage could damage school property, personal property of students, causation of crowded classroom if desks are rearranged, and possible electrical fire if water mixes with lighting wire and outlets.

Please file this complaint at the following location:

Director of Curriculum, Accountability and Continuous Improvement  
Office of Continuous Improvement  
District Education Center, Tracy Unified School District  
1875 W. Lowell Ave., Tracy, Ca. 95376

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

  
(signature)

11/4/08  
(date)



*"The future belongs  
to the educated"*

**Tracy Unified School District  
OFFICE OF CURRICULUM, ACCOUNTABILITY  
& CONTINUOUS IMPROVEMENT**

**Carol Anderson-Woo Ed.D., Director**  
(209) 830-3275 (209) 830-3209 (fax)

December 17, 2008

Mr. Mike Chivers  
Bohn Elementary School

Mr. Chivers,

On November 18, 2008 I received your Williams Uniform Complaint Form dated November 18, 2008. Your complaint indicates that it is a complaint regarding the School Building and Facility Conditions. Your specific complaint is that the "bathroom has been locked up and out of commission for well over two months".

This letter serves as an update to the status of your complaint. The Tracy Unified School District Maintenance Department was awaiting a part needed to complete the repairs. Only one stall was actually affected. The part arrived and the repairs have been completed. The bathrooms should now be fully functional and available for use.

We appreciate your concerns and share your interest in providing a safe and healthy work and learning environment. If you have any other concerns or questions related to instructional materials, teacher assignment or facility conditions that are covered under the Williams Complaint Process, please contact me.

Sincerely,

Carol Anderson-Woo  
Director of Curriculum, Accountability and Continuous Improvement

NOV 18 2008

# TRACY JOINT UNIFIED SCHOOL DISTRICT

## WILLIAMS/VALENZUELA UNIFORM COMPLAINT FORM

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment, or the lack of opportunity to receive intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Contact Information:Response requested? ☒ Yes ☐ NoName: Mike ChiversAddress: Bohn Elementary 350 E. Ma. Diablo TracyPhone Number: Day: 209-835-3300 Evening: \_\_\_\_\_E-mail address, if any: mchivers@tjUSD.netLocation of the problem that is the subject of this complaint:School: Louis Bohn Elementary

Course title/grade level and teacher name: \_\_\_\_\_

Room number/name of room/location of facility: Bathrooms South CampusDate problem was observed: October 08 - Present (End of November)

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

## 1. Textbooks and instructional materials (Education Code 35186; 5 CCR 4681):

*The title of the course(s) or grade level in which the deficiency or deficiencies exist is:*

*The specific nature of the deficiency or deficiencies are:*

- ☐ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A pupil does not have access to textbooks or other instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages or are unreadable due to damage.
- ☐ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

## 2. Teacher vacancy or misassignment:

- ☐ A semester began and a certified teacher was not assigned to teach the class. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- ☐ A teacher lacks credentials or training to teach English learners or is assigned to teach a class with more than 20% English learners in the class.
- ☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions:

- ☐ A condition exists that poses an emergency urgent or threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition.
- ☒ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
- ☐ The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when closing of the restroom is necessary for pupil safety or to make repairs.

4. High school exit exam intensive instruction and services: (Education Code 35186)

- ☐ Pupils who have not passed the high school exit exam by the end of grade 12 were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after the completion of grade 12.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of pupils or staff.

Bathroom has been locked up and out of commission for well over two months. I have spoken to the Principal and been told that all work orders and follow-ups have been pursued

Please file this complaint at the following location:

Director of Curriculum, Accountability and Continuous Improvement  
Office of Continuous Improvement  
District Education Center, Tracy Unified School District  
1875 W. Lowell Ave., Tracy, Ca. 95376

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

Mike Chino  
(signature)

11/18/08  
(date)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Shelia Harrison, Assistant Superintendent of Educational Services  
**DATE:** January 20, 2009  
**SUBJECT:** Approve Overnight Travel for Tracy High School Jazz Ensemble to Attend the Reno Jazz Festival in Reno, Nevada from April 23-25, 2009

**BACKGROUND:** The Tracy High Jazz Ensemble has been accepted to compete and perform in the Reno Jazz Festival. The festival is a three day event combining performances and musical activities such as clinics and master classes. This will be the first time Tracy has appeared at this event in many years and is an incredible opportunity for Tracy High students to showcase their talents and learn from their peers and a faculty of prestigious professional jazz musicians and educators. The band consists of 22 students. 21 students will be driven in 3 District vans by one advisor, Mr. Costa, and two chaperones, Mrs. Colbert and Mrs. Carrigan, and 1 student will travel in a private vehicle driven by her parent, Mrs. Holtz.

**RATIONALE:** It is the goal of the Tracy High Performing Arts Magnet to provide students with increased performance opportunities. Our students are uniquely qualified to participate and it exemplifies musical excellence on a nationwide level of recognition. This activity aligns with Strategic Goal # 1, Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Strategic Goal # 4, Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** The expense for accommodations is \$100 for each person on the trip. Money will be paid by the Tracy High Band Boosters, through band fundraisers and the deposits of students and chaperones. Entry fees and participant passes will be paid through the ASB Band account through student lab fees. The advisor's expenses will be paid by the Tracy High Band Booster account. The transportation and substitute fees will be paid by the THS Performing Arts Magnet as budgeted.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Jazz Ensemble to Attend the Reno Jazz Festival in Reno, Nevada from April 23-25, 2009

**PREPARED BY:** Mr. Jason Noll, Principal, Tracy High School





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Ryan Davis, Assistant Superintendent of Human Resources  
**DATE:** January 16, 2009  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Reed, Barbara

## CERTIFICATED

SDC (Replacement)  
Bohn Elementary  
Class VI, Step 27, \$81,401  
Funding: General Fund

## BACKGROUND:

Arroniz, Ruben\*

## CLASSIFIED

Irrigation Specialist/Grounds Mechanic (New)  
Grounds/DSC  
8 hours per day  
Range 36, Step E - \$19.94 per hour  
Funding: Ongoing and Major Maintenance

ByGoytia, Antonio\*

Irrigation Specialist/Grounds Mechanic (Replacement)  
Grounds/DSC  
8 hours per day  
Range 36, Step E - 19.94 per hour  
Funding: Ongoing and Major Maintenance

Macon, Michelle\*

Special Ed Para Educator I (Replacement)  
Jacobson Elementary School  
5 hours per day  
Range 24, Step B - \$13.11 per hour  
Funding: Special Education

Rodriguez, Ignacio\*

Irrigation Specialist/Grounds Mechanic (New)  
Grounds/DSC  
8 hours per day  
Range 36, Step E - \$19.94 per hour  
Funding: Ongoing and Major Maintenance

\*(Existing TUSD employee)

Teixeira-Magalhaes, Lucia

Para Educator I (Replacement)

Poet Christian

5 hours per day

Range 24, Step A - \$12.51 per hour

Funding: EIA

**RECOMMENDATION:** Approve Classified, Certificated and/or Management Employment

**Prepared by:** Ryan Davis, Assistant Superintendent of Human Resources



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Ryan Davis, Assistant Superintendent of Human Resources  
**DATE:** January 16, 2009  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**CLASSIFIED RETIREMENT**

**NAME/TITLE**

**SITE**

**EFFECTIVE  
DATE**

Stapleton, Ronald  
Custodian I

THS

12/30/08

**RECOMMENDATION:** Accept the Resignation/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees

**Prepared by:** Ryan Davis, Assistant Superintendent of Human Resources



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Ryan Davis, Assistant Superintendent for Human Resources  
**DATE:** January 15, 2009  
**SUBJECT:** Approve Service Agreement with Damio Towkaniuk (Tracy High) for the 2008-2009 Track Season

**BACKGROUND:** There is a need in the track program at Tracy High School for volunteer coaches to assist with supervision to ensure the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

**RATIONALE:** Tracy High School would like to contract the services of Damio Towkaniuk, a teacher at Tracy High and a former conditioning coach. Mr. Towkaniuk is uniquely qualified to assist and enhance the track program at Tracy High School. The experience and enthusiasm he brings to the players will ensure the overall success and safety of the program. His duties will consist of assisting with weight training and conditioning and will also help with the long-distance runners and throwers.

This agenda item aligns with Strategic Goal #2, Creating and Maintaining a Safe and Supportive Learning Environment.

**FUNDING:** Expenses for the contracted track coach will be paid by the District. The District will be reimbursed for this expense, paid out of the Tracy High School ASB account. Expenses will be paid at a flat rate of \$1,500 and will not exceed \$1,500 for the 2008-09 track season.

**RECOMMENDATION:** Approve Service Agreement with Damio Towkaniuk (Tracy High) for the 2008-2009 Track Season

**Prepared by:** Ryan Davis, Assistant Superintendent for Human Resources

**Tracy Unified School District**  
1875 W. Lowell Avenue, Tracy California 95376-4095

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and DAMIO TOWKANIAN, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: IN CHARGE OF THROWERS - DISC & SHOT PUT  
ALSO IN CHARGE OF Strength Training for  
BOTH BOYS & GIRLS.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_ ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location THS.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$ 1500 per HOUR / DAY FLAT RATE (circle one), not to exceed a total of \$ 1500 -. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ] SHALL; [ ☒ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - C. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on Feb. 2009, ~~199~~, and shall terminate on May 10, ~~199~~.
5. This agreement may be terminated at any time during the term by either party upon \_\_\_\_\_ ( ) days written notice.
6. Contractor shall contact the District's designee, Mark Stroup at: (209) 830 - 3360, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Dani L. L. L.  
 Consultant Signature (1)  
 Social Security Number or Tax Identifier (2)  
 Date 1/9/09  
 Title Teacher  
 Address Tracy, CA 95371  
 City/State/Zip  
 Phone Number

Dani L. L. L.  
 Tracy Unified School District  
 Date 1-9-09  
 Title Athletic Director  
 Account Number to be charged  
Mark Stone  
 Department/Site Approval  
 Budget Approval  
 Date Approved by the Board

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

CAWINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/19/1998 rrsd 08/25/2005



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** January 14, 2009  
**SUBJECT:** Approve Adoption of K-8 Math Textbooks

**BACKGROUND:** As part of the instructional materials adoption process, the K-8 Math Cadre has been engaged in evaluating math textbooks. Using criteria described in the County Superintendents of California's *Mathematics Adoption Toolkit*, teachers evaluated twenty different textbooks, participated in publishers' presentations and piloted two K-5 and two 6-8 programs.

Members of the K-8 Math Cadre recommend that the Board adopt the following textbooks for K-8 math and high school Algebra:

Publisher	Title	ISBN#	Copyright
<b>K</b>			
Harcourt	California HSP Math Student Edition (consumable)	0153541660	2009
	Practice Workbook (consumable-life of adoption)	0153569085	
	California HSP Matemáticas Student Edition Spanish (consumable)	015375091X	South/West Park Bilingual
	Practice Workbook Spanish (consumable-life of adoption)	0153751371	
<b>1</b>			
Harcourt	California HSP Math Student Edition (consumable)	0153541679	2009
	California 3-in-1 workbook: Practice, Reteach, and Spiral Review (consumable-life of adoption)	0153833823	
	California HSP Matemáticas Student Edition Spanish (consumable)	0153750928	South/West Park Bilingual
	Practice Workbook Spanish (consumable-life of adoption)	015375138X	
<b>2</b>			
Harcourt	California HSP Math Student Edition (consumable)	0153541687	2009
	California 3-in-1 workbook: Practice, Reteach, and Spiral Review (consumable-life of adoption)	0153833831	
	California HSP Matemáticas Student Edition Spanish (consumable)	0153750936	South/West Park Bilingual
	Practice Workbook Spanish (consumable-life of adoption)	0153751398	
<b>3</b>			
Harcourt	California HSP Math Student Edition	0153541695	2009
	California 3-in-1 workbook: Practice, Reteach, and Spiral Review (consumable-life of adoption)	015383384 X	
	California HSP Matemáticas Student Edition Spanish	0153750944	South/West Park Bilingual
	Practice Workbook Spanish (consumable-life of adoption)	0153751401	
<b>4</b>			
Harcourt	California HSP Math Student Edition	0153541709	2009
	California 3-in-1 workbook: Practice, Reteach, and Spiral Review (consumable-life of adoption)	0153833858	
<b>5</b>			
Harcourt	California HSP Math Student Edition	0153541717	2009
	California 3-in-1 workbook: Practice, Reteach, and Spiral Review (consumable-life of adoption)	0153833866	
<b>6</b>			
McDougal Littell	Math Course 1	9780618726509	2008
	Practice Workbook (consumable-life of adoption)	9780618893003	
	Notetaking Guide (consumable-life of adoption)	9780618893072	

7			
McDougal Littell	<i>Math Course 2</i>	9780618726516	2008
	<i>Practice Workbook</i> (consumable-life of adoption)	9780618893010	
	<i>Notetaking Guide</i> (consumable-life of adoption)	9780618893089	
8			
McDougal Littell	<i>Algebra 1</i>	9780618726523	2008
	<i>Practice Workbook</i> (consumable-life of adoption)	9780618893027	
	<i>Notetaking Guide</i> (consumable-life of adoption)	9780618893379	
Includes High School Courses:			
Algebra 1			
Algebra 1 w/Support			
Algebra 1A & 1B			
Algebra 1 LEP			
Middle School SDC Intervention			
Harcourt	Fast Forward Math 4-7	0153669071	2009

**RATIONALE:** The materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria:

- Alignment with state content standards by grade level
- Mathematics procedures and rules linked to conceptual understanding, critical thinking, and problem solving skills
- Universal access supports all learners (acceleration, intervention, ELL)
- Comprehensive, teacher materials, including variety of instructional strategies and assessment formats
- Provides non-linguistic representation in the form of graphic organizers

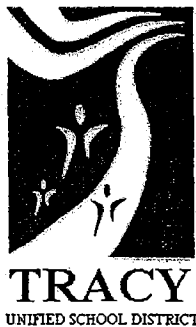
This agenda item meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** The cost of the K-8 mathematics and high school algebra adoption will be approximately \$945,000. Funding for these materials will be provided through state instructional textbook funds.

**RECOMMENDATION:** Approve Adoption of K-8 Math and High School Algebra textbooks.

**Prepared by:** Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** January 14, 2009  
**SUBJECT:** Approve Adoption of Speech and Debate Textbooks

**BACKGROUND:** In trying to locate materials to fulfill the 2008-2009 growth and replacement needs for high school speech and debate classes, it was discovered that the textbooks currently being used for Speech and Debate classes at the high schools are no longer available. The textbook currently being used at Tracy High School for Speech and Debate 1, *Speech: Principles and Practice*, was published in 1982; the textbook currently being used at West High School for Speech and Debate 1 and 2, *Getting Started in Debate*, was published in 1993. The inability to supply sufficient textbooks for Speech and Debate resulted in a need to form a Speech and Debate Adoption Committee to evaluate current publications of speech and debate textbooks. Dr. Donna Sonnenburg and Bill Meyer, Coordinator of the District Visual and Performing Arts, developed the criteria for evaluating instructional materials which the Committee used to evaluate three recently published programs.

Members of the Speech and Debate Adoption Committee recommend that the Board adopt the following text for Speech and Debate 1 and 2.

Course	Recommended Text	Publisher	ISBN#	Copyright
Speech/Debate 1 Speech/Debate 2	<i>Speech</i>	Glencoe	0078807808	2009

**RATIONALE:** The materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria:

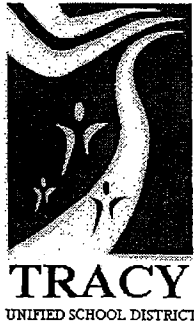
- Alignment with the state and district English language arts standards for listening and speaking
- Readability
- Instructional strategies to support English learners
- Expanding vocabulary
- Graphics and content reflect the diversity of the student population
- Activities promote critical thinking and problem solving
- Comprehensive teacher materials
- Invites the use of technology in developing presentations

This agenda item meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** Funding for the purchase of recommended materials in the amount of \$11,000 will be provided by State Textbook Funds. The cost of this adoption increased \$2,500 from the time that the materials were first presented to the Board as Kimball High School has decided to offer a Speech and Debate class when they open in 2009.

**RECOMMENDATION:** Approve Adoption of Speech and Debate Textbooks.

**PREPARED BY:** Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** January 21, 2009  
**SUBJECT:** Adopt Resolution No. 08-15 to Approve the Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement and Agreement to Waive Future Claims

**BACKGROUND:** The Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement settles the test claim CSM-4464 initiated by San Diego Unified School District, Butte County Office of Education, and San Joaquin County Office of Education, and the related Sacramento Superior Court case, Case No. 03CS01432, regarding reimbursement for costs associated with behavioral intervention plans required by the Hughes Bill statute and regulations under state law. If approved, it ends a fourteen-year dispute with the State of California regarding funding for state behavioral intervention plan requirements that are in excess of federal law. The settlement provides \$520 million in reimbursement for past costs associated with behavioral intervention plans and \$65 million annually for ongoing costs. The Legislature's obligation to fund the settlement is contingent on 85% of all districts, county offices of education, and special education local plan areas constituting 92% of statewide ADA waiving their rights to file additional mandated cost claims on the current Hughes Bill statute and regulations.

**RATIONALE:** In the resolution, the Board (1) approves the settlement which will bring the District approximately \$14.851782 per 2007-08 ADA annually for the six-year period beginning 2011-12 through 2016-17 and approximately \$10.924857 per ADA for the SELPA as part of the AB 602 funding formula, beginning in 2009-2010, and increasing by COLA and ADA growth in subsequent years; (2) agrees to waive its ability to file future mandated cost claims on the Hughes Bill statute and regulations as currently worded; and (3) directs the District's authorized representative to sign the Waiver to implement this action.

**FUNDING:** No funding necessary.

**RECOMMENDATIONS:** Adopt Resolution No. 08-15 to Approve the Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement and Agreement to Waive Future Claims.

**Prepared by:** Dr. James C. Franco, Superintendent.



## **RESOLUTION NO. 08-15**

### **RESOLUTION OF THE BOARD OF EDUCATION OF TRACY JOINT UNIFIED SCHOOL DISTRICT 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**

**WHEREAS**, the Commission on State Mandates ("the Commission"), in a test claim known as the Behavioral Intervention Plans ((Hughes Bill) Mandated Cost Claim, has determined that, since 1993, there are unfunded state mandates exceeding the federal requirements in the following seven (7) components of the Hughes Bill Statute and Regulations (California Education Code Section 56523 and California Code of Regulations, Title 5, Sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052): special education local plan area ("SELPA") plan requirements, development and implementation of behavioral intervention plans, functional analysis assessments, modifications and contingent behavioral intervention plans, development and implementation of emergency interventions, prohibited behavioral intervention plans, and due process hearings.

**WHEREAS**, these state mandates remain requirement components of the Hughes Bill Statute and Regulations;

**WHEREAS**, final claiming instructions for the Behavioral Intervention Plans Mandated Cost Claim were never adopted by the Commission due to various disputes that arose with the State;

**WHEREAS**, the State's Department of Finance disputes that any of the identified Behavioral Intervention Plans Mandated Cost Claim mandates qualify for state reimbursement because it contends they are required by federal law, and therefore the State has filed a lawsuit with the Sacramento Superior Court, Case No. 03CS01432, to contest the Commission's decision in the Behavioral Intervention Plans Mandated Cost Claim;

**WHEREAS**, the Test Claimants believe that the identified mandates require new programs and increase levels of service in excess of federal law, and are therefore unfunded state mandates, and therefore the Test Claimants oppose the court action filed by the State challenging the Commission's decision;

**WHEREAS**, this litigation could thwart resolution of these matters for a number of years;

**WHEREAS**, to avoid the cost and uncertainty of further litigation, to alleviate the uncertainty regarding the Hughes Bill Statute and Regulations funding, and to expedite the resolution of this long-pending mandate claim, ~~the~~ State and the Test Claimants ("Parties") have

determined to compromise and settle the claims set forth in the Behavioral Intervention Plans Mandated Cost Claim;

**WHEREAS**, the Parties have negotiated a settlement agreement ("Agreement") which provides \$520 million as general fund reimbursement for past costs associated with the Hughes Bill Statute and Regulations, allocated as follows:

\$510 million to school districts based on 2007-08 P-2 average daily attendance ("ADA") (about \$14.85 per ADA annually for six years, beginning in 2011-12, or for a lesser period at the State's discretion should the State choose to accelerate payment of such reimbursement);

\$1.5 million to county offices of education in 2009-10 based on December 2007 county special educational pupil count, about \$35.06 per pupil, with no county office of education receiving less than \$5,000;

\$6 million to SELPAs in 2009-10 based on December 2007 special education pupil count, about \$8.85 per pupil, with no SELPA receiving less than \$10,000; and

\$2.5 million in 2009-10 for administrative costs incurred in pursuing the Claim;

**WHEREAS**, the settlement further provides \$65 million as a permanent increase to the AB 602 funding base for special education programs and services beginning in 2009-20, resulting in each cost of living adjustment and ADA growth in subsequent years;

**WHEREAS**, by approving this settlement the Tracy Unified School District will receive approximately \$235,513.32 in discretionary funding for retroactive reimbursement, \$ 14.851782 per unit of 07-08 P2 ADA over six-years in equal installments, unless the State, in its discretion, accelerates payment of such reimbursement;

**WHEREAS**, the Tracy Unified School District in exchange for the foregoing financial settlement, must waive its right to file any further mandate claims arising from the Hughes Bill Statute and Regulations, or to benefit from any new Hughes Bill Statute and Regulations claims filed, unless the Hughes Bill Statute and Regulations change;

**WHEREAS**, if for some reason the settlement process is not completed, the Waiver will not take effect;

**WHEREAS**, the Governing Board of the Tracy Unified School District has reviewed the Notice to LEAs Re: Pending Settlement of the Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim and the required Waiver; and

**WHEREAS**, the District administrative staff, having reviewed the terms of the pending settlement, recommends that the Governing Board approve the settlement and agree to waive its rights to file mandated cost claims arising from the Hughes Bill Statute and regulations in the future or to benefit from such claims unless the Hughes Bill Statute and Regulations change;

**NOW, THEREFORE, BE IT RESOLVED**, the governing Board of the Tracy Unified School District approves the terms of the pending settlement of the Behavioral Intervention Plans Mandated Cost Claim, agrees to waive its rights regarding claims as set forth in the attached Waiver, and authorizes the Superintendent to sign the required Waiver and to deliver it as requested by no later than February 28, 2009, and to complete any other administrative task necessary to effectuate this decision.

Passes and adopted by the Governing Board of the Tracy Unified School District on  
January 27, 2009, by the following vote:

Ayes:

Noes:

Absent:

---

President  
Tracy Unified School District  
San Joaquin County

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Education



## NOTICE TO LEAS

Re: Pending Settlement of the Behavioral Intervention Plans  
[Hughes Bill] Mandated Cost Claim

This Notice is intended to inform all local educational agencies ("LEAs") in California about their rights regarding the Behavioral Intervention Plans Mandated Cost Test Claim, claim CSM-4464, initiated September 28, 1994 by San Diego Unified School District, Butte County Office of Education, and San Joaquin County Office of Education ("Claimants"), and the subsequent Sacramento Superior Court case, case No. 03CS01432, regarding this same test claim ("the Claim"). For purposes of this Notice, LEAs include all school districts, county offices of education, special education local plan areas ("SELPAs"), and joint agencies composed of such organizations in the State of California. The Claim has significant fiscal implications for LEAs. For this reason, LEAs are advised to review this Notice and the attached Waiver with legal counsel before deciding whether to sign the Waiver.

In reviewing this Notice, please be aware of the following items:

1. This Notice and the attached Waiver apply only to the Behavioral Intervention Plans Mandated Cost Claim and claims arising from California Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052, as those sections read on or before July 1, 2008, (collectively "the Hughes Bill Statute and Regulations").
2. This Notice and the attached Waiver do not affect any rights any LEAs may have to file test claims with the Commission on State Mandates ("the Commission") on any mandates created as a result of changes to state or federal statutes or regulations that occur after July 1, 2008.

### A. What is the Behavioral Intervention Plans Mandated Cost Claim?

The Behavioral Intervention Plans Mandated Cost Claim is a fourteen-year effort by local school districts, county offices of education, and SELPAs to obtain reimbursement for costs associated with behavioral intervention plans required by the Hughes Bill Statute and Regulations under state law.

The California Constitution requires that whenever the Legislature mandates a new program or a higher level of service, the State must provide funds to reimburse local government for the actual costs of implementation, with certain exceptions. State law requires that the State shall reimburse each local agency for all unfunded costs mandated by the State. The Commission has the authority to hear and decide tests claims that local agencies file as a result of new laws passed by the Legislature and signed into law by the Governor. The legal framework and authority for the mandated claims reimbursement process is found at article XIII B, section 6, of the California Constitution, sections 17500 through 17630 of the California Government Code, and sections 1181 through 1189.11 of title 2 of the California Code of Regulations.

The Behavioral Intervention Plans Mandated Cost Claim was initiated in 1994 when San Diego Unified School District, Butte County Office of Education, and San Joaquin County Office of Education filed test claim CSM-4464 asking the State to reimburse LEAs for the unfunded costs associated with behavioral intervention plans, as required by state law under the Hughes Bill

Statute and Regulations. Under the Commission's rules, test claims are treated like class actions, and therefore the Claim is applicable to all LEAs statewide.

## **B. What is the Outcome of the Behavioral Intervention Plans Mandated Cost Claim?**

On September 28, 2000, after years of filings and hearings, the Commission adopted a Statement of Decision regarding CSM-4464 finding that the Hughes Bill Statute and Regulations imposed a reimburseable state mandate on school districts by requiring the following seven activities in excess of federal law: SELPA plan requirements, development and implementation of behavioral intervention plans, functional analysis assessments, modifications and contingent behavioral intervention plans, development and implementation of emergency interventions, prohibited behavioral intervention plans, and due process hearings. The settlement of the Special Education Mandated Cost Claim in 2000-01 explicitly omitted the Behavioral Intervention Plans Mandated Cost Claim. (Ed. Code § 56836.156(g).)

Subsequently, Claimants proposed parameters and guidelines for the CSM-4464 claiming process, but various disputes arose with the State and a final draft of the claiming parameters and guidelines was never adopted by the Commission. The parties attempted to settle without success and the matter reached a stalemate.

On September 26, 2003, the State's Department of Finance filed a lawsuit in the Sacramento Superior Court (Department of Finance v. Commission on State Mandates, Case No. 03CS01432) challenging the Commission's decision in CSM-4464. The State and the Claimants ("Parties") agreed to delay the proceedings before the Court in order to attempt to negotiate a settlement. The initial settlement negotiations were unsuccessful.

On October 4, 2007, pending reforms in the mandate process prompted the Parties to continue negotiations. The Parties began meeting to work on a mutually agreeable resolution.

A chief task in the settlement process was developing a statewide cost estimate for the claim. Claimants surveyed more than 20 SELPAs representing more than 10% of the public school students statewide. The State's Department of Finance staff reviewed copies of all survey returns and verified that the cumulative cost totals accurately reflected the SELPA data.

In May 2008, the Sacramento Superior Court notified the State that it must bring its case to trial by September 26, 2008, or be subject to dismissal under the state law which requires all matters to be brought to trial within five years. The Parties filed a stipulation with the Sacramento Superior Court agreeing to extend the five-year period pending this resolution.

## **C. What is the Outcome of the Settlement Negotiations?**

The State and Claimants have negotiated a settlement agreement ("Agreement") which is contingent upon the following three events occurring:

1. On or before February 28, 2009, no less than 85% of all K-12 school districts, county offices of education (COEs), and SELPAs shall sign the Waiver, attached hereto as Exhibit A. In addition, the school districts and county offices of education signing Exhibit A must have served student populations accounting for no less than 92% of the second principal apportionment ("P-2") average daily attendance ("ADA") in the 2007-08 fiscal year.



2. The parties shall seek a superior court ruling that the settlement is final and binding on all LEAs, assuming implementing legislation is enacted. In the absence of such a ruling, the parties shall seek an alternative, mutually agreeable final and formal resolution of the dispute.
3. Legislation must be enacted appropriating the following funds for the settlement:
  - a. \$65 million as a permanent increase to the AB 602 base, commencing 2009-10, subject to COLA and ADA growth in subsequent years.
  - b. \$510 million retroactive payment in total for general fund use payable to school districts in \$85 million installments over six years, commencing 2011-12 and ending 2016-17, all payments to be based on 2007-08 P-2 ADA. The State may enlarge these installments, discharging the obligation more quickly if it so decides. These payments may be suspended in a year in which Test 3 of Proposition 98 is operative. If the payment is suspended in any year or years, it must be made in the year or years immediately following the designated six-year period or lesser period if the State has discharged its obligation prior to the end of the six years.
  - c. \$10 million lump sum retroactive payment for general fund use payable in 2009-10, divided as follows:
    - \$1.5 million to COEs based on December, 2007 county special education pupil count, with no county office of education receiving less than \$5000;
    - \$6.0 million to SELPAs based on December, 2007 special education pupil count, with no SELPA receiving less than \$10,000; and
    - \$2.5 million to San Joaquin County Office of Education for administrative costs incurred in pursuing the Claim.

By separate agreement among the Claimants, the \$2.5 million allocation to the San Joaquin County Office of Education will be used to pay for the administrative costs incurred to pursue the Claim from 1994 to the present.

The Parties intend that the legislation will be requested in early 2009 and enacted on an urgency basis prior to or concurrent with the Budget Act for the 2009-10 fiscal year. It is possible that non-substantive changes to the proposed legislation described above may occur with the consent of the parties.

#### **D. What Rights Are Waived by LEAs Who Elect to Sign the Waiver?**

Under article XIII B, section 6, of the California Constitution, sections 17500 through 17630 of the California Government Code, and sections 1181 through 1189.11 of title 2 of the California Code of Regulations, LEAs have the right to file mandated cost claims with the Commission on State Mandates. Further, under section 1542 of the Civil Code, a waiver does not extend to unknown claims. However, LEAs who sign this Waiver agree to give up certain of these rights as follows:

1. **Known Claims:** LEAs electing to sign the attached Waiver agree to waive their right to file or to otherwise pursue reimbursement claims for the mandated programs and services contained in the Behavioral Intervention Plans Mandated Cost Claim or any other known claim arising from California Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and

3052, as those sections read on or before July 1, 2008. Further, LEAs signing the Waiver acknowledge that the amount needed to satisfy the State's minimum funding obligation under Proposition 98 shall not be increased by the retrospective payments required by the settlement and forever give up their right to contend otherwise.

2. **Unknown Claims:** LEAs electing to sign the attached Waiver also agree to waive their right to pursue any unknown mandated cost claim arising from California Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052, as those sections read on or before July 1, 2008.
3. **Exemptions:** The Waiver does not prohibit LEAs from filing mandated cost claims to the extent that state or federal statutes or regulations are amended or added or changed in any way after July 1, 2008.

Of course, unless the three events take place which are set out in Section C above, the Waiver is not binding.

#### **E. Where is More Detailed Information on the Settlement Available?**

With the mailing of this notice all LEAs have been sent a copy of the Settlement and Release Agreement in this matter and a copy of the Proposed Draft Legislation. A review of these documents provides additional information. For more information or additional copies of these documents go to CSBA's website at:

<http://www.csba.org/LegislationAndLegal/Legal/ELAUpdates.aspx> under "Legal Resources"

or email Carol Cox at [ccox@csba.org](mailto:ccox@csba.org) and Dick Hamilton at (916) 669-3270, e-mail [rhamilton@csba.org](mailto:rhamilton@csba.org).

#### **PLEASE NOTE:**

A copy of the Waiver is attached to this notice. The original Waiver (separately enclosed) should be signed and mailed, using the enclosed self-addressed envelope to:

Dick Hamilton, Associate General Counsel and Director  
Education Legal Alliance  
California School Boards Association  
3100 Beacon Blvd.  
West Sacramento, CA 95691

The signed Waiver must reach Mr. Hamilton on or before **February 28, 2009**.

In doing so you are indicating support for the Settlement and approval of the Waiver.

00334.00100/105208



WAIVER

This Waiver is entered into on \_\_\_\_\_ [DATE] by  
\_\_\_\_\_ [NAME OF LEA], hereinafter "LEA,"  
to fulfill one of the terms of the Settlement and Release Agreement for the Behavioral  
Intervention Plans Mandated Cost Claim ("Agreement").

A. Known Claims

With respect to section 56523 of the California Education Code and the California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and section 3052 as those sections read on or before July 1, 2008, (collectively "the Hughes Bill Statute and Regulations"), LEA hereby knowingly and voluntarily waives the rights set forth under article XIII B, section 6, of the California Constitution, sections 17500 through 17630 of the California Government Code, and sections 1181 through 1189.11 of Title 2 of the California Code of Regulations. By signing this Waiver, LEA hereby acknowledges that LEA forever gives up its right to file any mandated cost claim regarding the Hughes Bill Statute and Regulations, and/or to pursue any filed claim regarding that statute and regulations, and/or to benefit from such a claim, including any claim regarding the following programs and services:

1. Special education local plan area plan requirements pursuant to California Code of Regulations, title 2, sections 3001, subdivision (c), and 3052, subdivision (j), as these sections read on July 1, 2008;
2. Development and implementation of behavioral intervention plans pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (c), (d), (e), and (f), and 3052, subdivisions (a), (c), (d), (e), and (f), as these sections read on July 1, 2008;
3. Functional analysis assessments pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (d) and (f), and 3052, subdivisions (b), (c), and (f), as these sections read on July 1, 2008;
4. Modifications and contingent behavioral intervention plans pursuant to California Code of Regulations, title 2, section 3052, subdivisions (g) and (h), as these sections read on July 1, 2008;
5. Development and implementation of emergency interventions pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (c) and (d), and 3052, subdivision (i), as these sections read on July 1, 2008;

6. Prohibited behavioral intervention plans pursuant to California Code of Regulations, title 2, sections 3001, subdivision (d), and 3052, subdivision (l), as these sections read on July 1, 2008; and
7. Due process hearings pursuant to California Code of Regulations, title 2, section 3052, subdivision (m), as this section read on July 1, 2008.

LEA further acknowledges and concedes that the amount that is required to be appropriated for the purpose of satisfying the STATE's minimum funding obligation to LEAs pursuant to article XVI, section 8, of the California Constitution shall not be required to be increased, to any extent, by payment of the retrospective amounts described in Paragraph II.B. of the Agreement, and by signing this Waiver LEA forever gives up its right to contend otherwise.

B. Unknown Claims

1. LEA expressly waives the application of California Civil Code section 1542 regarding mandated cost claims under California Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052 as those sections read on or before July 1, 2008.
2. LEA certifies that it has read the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. LEA understands that it is agreeing that California Civil Code section 1542 does not apply to this Waiver. LEA understands and acknowledges that the significance and consequence of this waiver of California Civil Code section 1542 is:
  - a. LEA may have additional claims arising or occurring up to the date of this Waiver of which it is not now aware;
  - b. LEA may not make a further demand for any such claims;
  - c. LEA may not receive any benefit(s) from any such claims that may be filed by other claimants; and
  - d. LEA extends its waiver to include now unknown and/or later discovered claims.

C. Exemptions

LEA signs this Waiver with the understanding that it does not prohibit LEAs from filing mandated cost claims to the extent that the Hughes Bill Statute and Regulations are amended or added or changed in any way after July 1, 2008.

D. Advice of Attorney

LEA warrants and represents that it has reviewed and understands the Notice to LEAs Re: Pending Settlement of the Behavioral Intervention Plans Mandated Cost Claim ("the Notice") and this Waiver, and that it has been advised to seek legal advice from the attorney of its choice regarding the Notice and this Waiver. LEA acknowledges and represents either that it relied upon legal advice from its attorney in executing this Waiver or that it chose not to rely upon legal advice from its attorney in executing this Waiver. LEA further acknowledges and represents that, in executing this Waiver, it has not relied on any inducements, promises, or representations other than those stated in the Notice and Waiver.

E. Contingency of Waiver

LEA understands that this Waiver is binding only if the preconditions to the full implementation of the Settlement Agreement are satisfied. Those preconditions are set out in Section C of the Notice and Section II.A. of the Agreement, and are, in brief: (1) at least 85% of all LEAs sign this Waiver, including school districts and county offices of education who served student populations accounting for 92% of the P-2 2007-08 ADA; (2) the parties seek a superior court ruling that the settlement is final and binding on all LEAs; and (3) legislation is enacted appropriating the necessary funding and placing ongoing funding in statute.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name Above

Authorized Agent for: \_\_\_\_\_

\_\_\_\_\_  
Name of LEA

00334.00100/107130.1

