

PLEASE BRING THIS COPY OF THE AGENDA TO THE BOARD MEETING. THANK YOU!

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, AUGUST 28, 2007**

**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, J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn  
Staff: J. Franco, J. Mousalimas, 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: #FF06-07/253**

**3.1.2 Waiver of Expulsion: #WE06-07/19**

**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 Legal Counsel**

- Existing Litigation (G.C. 54956.9(a))

- *TUSD v. Bruno*, Case No. CV032725

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a Action on Findings of Fact # FF06-07/253**

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

**6b Report Out of Action Taken on Waiver of Expulsion #WE06-07/19**

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

7. **Approve Special Minutes of August 7, 2007.**

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

**Approve Regular Minutes of August 14, 2007.**

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

**Approve Special Minutes of August 17, 2007.**

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

8. **Student Representative Reports:** None.

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize Randy Jones for Allowing the District to Use the Heinz Plant for Tracy High Student Parking During Construction

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 Enrollment

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11.2 **Educational Services:**

11.2.1 Receive Report on Advanced Placement English Textbook

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11.2.2 Receive Report on the District's STAR Results for the 2006-07 School Year

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<b>12. PUBLIC HEARING:</b>		<b>Page</b>
<b>12.1 Educational Services:</b>		
<b>12.1.1</b>	Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District	<b>14</b>
<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>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__	
<b>13.1 Administrative &amp; Business Services:</b>		
<b>13.1.1</b>	Accept Donations	<b>15</b>
<b>13.1.2</b>	Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	<b>16-18</b>
<b>13.1.3</b>	Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	<b>19-20</b>
<b>13.2 Educational Services:</b>		
<b>13.2.1</b>	Ratify Contract with Medicsan Staffing Services for Speech/Language Pathologist	<b>21-23</b>
<b>13.2.2</b>	Ratify Agreement for Special Contract Services with Carol Lehman, SLP	<b>24-26</b>
<b>13.2.3</b>	Approve Service Agreement for Nancy Fetzer to Provide Nine Full Days of Coaching for Teachers in Writing Strategies at Central School	<b>27-29</b>
<b>13.2.4</b>	Approve Contract with Dr. Carina Grandison for Independent Educational Evaluation/Psycho-Educational Assessment	<b>30-32</b>
<b>13.2.5</b>	Approve Contract with Deborah McClosky for Independent Educational Evaluation	<b>33-35</b>
<b>13.2.6</b>	Approve the Overnight Travel for the Tracy High School Sophomore and Varsity Boys' Basketball Teams to Participate in the Harlan Carter Basketball Tournament in Redding, California, on November 29, 30 and December 1, 2007	<b>36-38</b>
<b>13.2.7</b>	Approve Service Agreement for Tracy Mental Health Center Services for the 2007-08 School Year	<b>39-41</b>
<b>13.3 Human Resources:</b>		
<b>13.3.1</b>	Approve Classified, Certificated and/or Management Employment	<b>42-45</b>
<b>13.3.2</b>	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	<b>46-47</b>
<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>		
<b>14.1.1</b>	Authorize the Associate Superintendent for Business Services to Award the Bid for HAZMAT Removal Plan for the 2007-2008 School Year	<b>48-52</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	
<b>14.1.2</b>	Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment	<b>53-56</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	

**14.1.3** Adopt Revised Board Policy 7215(a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Alternate Members to be Recognized as Voting Members and Vote in Order to Create a Quorum, When a Quorum of Voting Members is Not Present (Second Reading, Intent to Adopt)

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

**14.1.4** Approve Assembly Vendors and Site Assembly Utilization Calendars

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

**14.1.5** Adopt Resolution #07-04 of the Board of Trustees of the Tracy Unified School District Adopting a Declaration of Sole Source Products

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

**14.1.6** Adopt Resolution #07-05 Authorizing an Outside Agency to Write and Process Parking Citations on Tracy Unified School District Property

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

**14.2 Educational Services:**

**14.2.1** Adopt Resolution #07-03, A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District

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

**14.2.2** Approve Contract for Consulting Services of Laura Alviso Hawkins to Train New Tracy High School English Language Development Coordinator

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

**15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.

**16. Superintendent's Report:** 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.

**17. Board Meeting Calendar:**

**17.1** September 11, 2007

**17.2** September 25, 2007

**17.3** October 9, 2007

**17.4** October 23, 2007

**18. Upcoming Events:**

**18.1** August 29, 2007

**BTSN: BES, WMS**

**18.2** September 3, 2007

**No School, Labor Day**

**18.3** September 5, 2007

**BTSN: ICGG, Stein, WHS**

**18.4** October 29, 2007

**No School, Parent Conferences, 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  
Special Joint Meeting of the Governing Board  
For Tracy Unified School District  
City Council Chambers  
333 Civic Center Plaza  
Tracy, CA  
And by teleconference at  
Crown Plaza Hotel  
2270 Hotel Circle North  
San Diego, CA  
Held on August 7, 2007**

- 6:03 PM:** Mayor Ives called the meeting to order and called role for the City Council. President Crandall called the meeting to order and called role for the Board of Education. Council Member Abercrombie stepped down due to a conflict of interest with the Board.
- Roll Call:** Board: G. Crandall, J. Feller, Ted Guzman, T. Hawkins, K. Lewis, B. Swenson  
By teleconference: J. Vaughn  
Staff: J. Franco, C. Goodall, B. Etcheverry  
Steve A. – stepped down from the meeting since TUSD has been a source of income for him in the past year.
- Employees Present:** D. Wakefield
- Press:** None.
- Visitors Present:** Audience members for the City of Tracy Council meeting.
- Items from the Audience:** None.
- Opening Comments:** City of Tracy Mayor, Brent Ives, welcome everyone and looks forward to working together in continuing joint facilities such as the West High pool. Thanked everyone for being present.
- Tracy Unified School District President, Gregg Crandall, thanked the City Council for inviting the school board to this meeting. The District is very excited to have joint facilities and looks forward to future projects.
- Joint Use Facilities:** Monica Gutierrez, project coordinator for MCYSN, gave a history of the program. The school district has supported all of the meetings. She presented a power point presentation which showed what the youth perceive to be the top ten

law enforcement needs, prevention, intervention, social needs and citywide needs. The next service provider meeting will be held at 4:00 p.m. on September 5, 2007, at City Hall, Room 203. The next policy team meeting will be held at 4:30 p.m. on September 19, 2007, at City Hall, Room, 109.

Dr. Franco commented that we currently have three SRO's: Officer Pedersen, Officer Ysit and Officer Baker. He thanked the City Council for sharing the cost of the SRO's and thanked Mr. Hobbs for expediting the process of obtaining the third SRO last year. Increasing police presence gives staff and students an increased feeling of safety. Officers also coach and serve as career speakers. He also looks forward to adding additional SRO's in the future.

Denise Wakefield, Director of Facilities, presented an update on the West High School Pool and Stadium Complex and complimented the City on a great team effort. The project went out to bid on June 19, the contract was signed on June 28<sup>th</sup> and the construction began on July 5, 2007. The stadium is expected to be completed by December 2007 and the pool is scheduled for completion by May of 2008. The pool costs came in slightly lower than originally thought which also saved the City money.

Chris Daste, Director of Parks and Community Services, reported that the City and School district will work together to coordinate a schedule of facility use. It is anticipated that the City will have heavy use during the summer but will use it during the school year too.

The official groundbreaking ceremony will take place on August 15th at 4:30 at the West High Pool site.

Chris Daste reported that the City of Tracy Speakers Bureau has been a great success in the past. Schools may contact the City which then sends a speaker to the school to give a presentation. Students learn about different career choices.

Dr. Franco thanked the City for their participation in planning the annual student leadership conference. Every year TAAA and the City of Tracy have always played a key role in the event. Chris and Monica have also been involved in that planning.

Chris and Denise presented power point which reviewed benefits of joint use projects. Past efforts include SRO's, West High Pool, speakers, DARE, MCYSN, after school programs and service learning projects.

The Council and the Board both discussed potential joint use projects such as gyms, libraries, ball courts, children centers, theaters, playfields, etc.

Brainstorming ideas for future projects: gyms, libraries, theaters, stadium, pools, ball courts, children centers, etc.

Ms. Wakefield reviewed potential funding sources such as state school facilities program, redevelopment, outside agencies and future bond measures.

They also reviewed a map of Kimball High which showed various rooms and/or facilities that could be used jointly.

Trustee Hawkins commented to keep in mind that we could qualify for grants. We have a bond issue out there now. We have a high school that will be built. He would like to see us work on a joint library project

Mayor Ives noted that there are a number of potential joint projects such as after school programs, libraries, Kimball High, etc. It makes sense to keep having these joint meetings.

Trustee Vaughn apologized for not being at the meeting in person. He feels the City of Tracy and school district should continue this dialogue as it is beneficial to our youth. He is present by teleconference since he is attending an AVID conference out of town.

Tracy resident, Marsha McCray applauds the City and TUSD for any joint facility use. She feels that this won't address all of our aquatics needs.

Tracy resident and cub scout leader, John Matthews, lives across the street from Monte Vista. He feels that the fields were available for open play, but are not well maintained.

**7:09 PM**  
**Adjournment**

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Tom Hawkins, Clerk

Date

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, August 14, 2007**

**5:30 PM:** President Crandall called the meeting to order and adjourned to closed session.

**Roll Call:** Board: G. Crandall, J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.  
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.

**7:05 PM:** President Crandall called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** **6a** Action on Findings of Fact # FF07-08/1  
**Action:** Lewis, Hawkins. **Vote:** Yes-7; No-0.  
**6b** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-102, Pursuant to Article XXIII  
**Action:** **Vote:** Yes-7; No-0.  
**6c** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-103, Pursuant to Article XXIII  
**Action:** Pulled. **Vote:** None.

**Employees Present:** J. Wakefield, R. Call, S. Prioste, A. Lowery, T. Christensen, D. Wakefield, D. Auchard, D. Boyd, A. Datnow, M. Wood, C. Minter, S. O'Hara Jones, C. Woo, J. Fine, C. Washington, M. Belasco, R. Soto, P. Hall, B. Willner, J. Juarez, J. Yasemsky, T. Arnaudo, K. Fistolera, R. James, D. Sonnenburg, J. Heerema, N. Hopple, J. Borrego, R. James, V. Carranza

**Press:** B. Brownne

**Visitors Present:** C. Helzer

**Minutes:** Approve Regular Minutes of June 26, 2007.  
**Action:** Vaughn, Swenson. **Vote:** Yes-6; No-0; Abstain-1(Crandall)  
Approve Special Minutes of July 13, 2007.  
**Action:** Hawkins, Lewis. **Vote:** Yes-6; No-0; Abstain-1(Feller)

**Student Representative Reports:** None.



Dr. Franco introduced the new administrators recently hired: Matthew Belasco, Director of Food Services; Micheal Wood, Duncan Russell Principal; Allen Datnow, South West Park AP; Amy Lowery, ICGG AP; Rashmi Ahuja (not present), West High AP; Tammy Christensen, Tracy High AP; Ramona Soto, South West Park Principal; Stephanie Prioste, Monte Vista Principal; Carla Washington, Delta Island Principal.

**Recognition &  
Presentation:**

**9.1 Recognize Certificated Retiree**

Dr. Franco recognized retired teacher, David Auchard, for his 34 years of service. He thanked him for his contributions to the schools and community over the years.

**9.2 Recognize Joan Juarez for Being Named News10's Teacher of the Year for 2007**

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, introduced News10's Teacher of the Year, Joan Juarez. She is a 2<sup>nd</sup> grade teacher at South West Park and was chosen out of 12 other candidates.

**Hearing of  
Delegations**

Robert James, math teacher at West High, reviewed AP statistics on test scores. They are very pleased at their scores.

**Information &  
Discussion Items:**

**11.1 Administrative & Business Services:**

**11.1.1 Acknowledge Report on Measure E Projects**

Director of Facilities, Denise Wakefield and assistant, Chase Helzer, reviewed the projects that the facilities department is currently working on. The bids for the 40 classroom building at Tracy High were received on July 10 and the contract will be awarded pending certification from the health department. The first phase of modernization should be complete in January of 2008, which will coincide with occupancy of new 40 classroom building. The students are currently using alternative parking at the Heinz lot. The West High pool and stadium and under construction. The excavation for the pool will start shortly. They have already been working on the field. There is a planning meeting for the theater scheduled for August 20<sup>th</sup>. It is hoped that construction will be complete in June 2009.

**11.1.2 Acknowledge Report on Proposed Staffing Changes in Business Services**

Associate Superintendent of Business Services, Dr. Casey Goodall, reviewed report on staffing changes in the Business Department. They will not fill the two vacation positions in

facilities, but will hire a payroll technician, account clerk and clerk typist with the same amount of money. These positions will cover needs both in payroll and facilities.

**11.1.3 Acknowledge Report on Grounds Summer Plans**

Associate Superintendent of Business Services, Dr. Casey Goodall, and Director of Maintenance, Bill Willner, presented a power point on the grounds summer plans which showed pictures of several schools fields and the work they've done to repair sprinklers.

**11.2 Educational Services:**

**11.2.1 Receive Report on Staff Development Initiatives for the 2007-2008 School Year**

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, presented a power point of the staff development focus for this year "Our Relentless Focus on Learning" which included data teams, and continuous improvement. The District's staff development DVD was also shown to the Board.

Trustee Hawkins left the meeting at 8:40 p.m.  
Trustee Hawkins returned to the meeting at 8:43 p.m.

**Public Hearing:** None.

**Consent Items:**

**Action:** Lewis, Guzman (Except Item 13.1.2). **Vote:** Yes-7; No-0.

**13.1 Administrative & Business Services**

**13.1.1** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

**13.1.2** Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

**Action:** Lewis, Vaughn (omitting letter "A"). **Vote:** Yes-7; No-0.

**13.2 Educational Services:**

**13.2.1** Ratify Overnight Travel for Tracy High School Students to Participate in a Leadership Training Workshop in Tracy, California, on July 23-24, 2007

**13.2.2** Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center

**13.2.3** Ratify Master Contract and Individual Services Agreement with Reyn Franca School, MPS

**13.2.4** Ratify Contract and Individual Service Agreement with South San Joaquin Education Center

- 13.2.5 Ratify Request to Attend Second National School Neuropsychological Conference in Grapevine, Texas for Dr. Mark Miller
- 13.2.6 Ratify Contract with DataWorks for Central School's High Priority Schools Grant for the 2007/08 School Year
- 13.2.7 Approve Agreement for Special Contract Services with A+ Achievement Consulting for Dr. Bonnie Davis to Present at the Staff Development Buy-Back Day on Wednesday, January 30, 2008
- 13.2.8 Approval of Vision Screenings for the 2007/2008 School Year
- 13.2.9 Approve Service Agreement with Stanislaus County Office of Education for Student Hearing Screenings for the 2007/2008 School Year
- 13.2.10 Receive Update on quarterly Williams Uniform Complaint Reports for the 2006-2007 School Year
- 13.2.11 Approve Agreement for Special Contract Services with Ruth Miller, Consultant, to Provide Baldrige Training and Coaching Presentations for Management Team and Coaching for Principals
- 13.2.12 Approve Contract with San Joaquin County Office of Education to Provide Workshops on "Structures and Strategies for ELL Students" for the 2007/2008 School year
- 13.2.13 Approve Special Services Contract with Horizon Entertainment, LLC to Conduct an Assembly at Williams Middle School on Teen Truth Bully Prevention on September 4, 2007

**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

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Adopt Resolution No. 07-01 to Change Authorized Signatory/District Representative to the Office of Public School Construction  
**Action:** Hawkins, Guzman. **Vote:** Yes-7; No-0.
- 14.1.2 Adopt Resolution No. 07-02 to Excuse Meeting Absence of Board Member  
**Action:** Lewis, Swenson. **Vote:** Yes-6; No-0; Abstain-1(Feller)
- 14.1.3 Authorize Increase of 5.5. Hours of Transportation Department Clerk Typist II Staffing (Report)  
**Action:** Lewis, Hawkins. **Vote:** Yes-7; No-0.

**14.2 Educational Services:**

- 14.2.1 Approve Adoption of *Essentials of Human Anatomy and*

*Physiology, High School Science Textbook*

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

**14.3 Human Resources:**

**14.3.1** Approve Revised Job Description for the Coordinator for Gifted and Talented Education (GATE)

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

**14.3.2** Approve the Attached Declaration for One Provision Intern Permit for Margarita Castillo, K-12 Education Specialist

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

**14.3.3** Approve Variable Term Waiver for Dominique Banner Mathematics Grades 9-12

**Action:** Guzman, Vaughn. **Vote:** Yes-7\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

**14.3.4** Approve Amendment to Superintendent's Contract

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

**14.3.5** Approve Expenditure of General Fund Money in the Amount of \$15,000 to Cover the Cost of Monetary Awards for Employee Accomplishments and/or Contributions

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

**Board Reports:**

Trustee Guzman enjoyed the DVD that Dr. Franco made for staff. The joint meeting last week with the City of Tracy was good and very positive. He attended the new educator's luncheon. Lunch was good and so were the speakers. Trustee Lewis has been on the Board for nine years and believes that we are fortunate to have such a dedicated professional as Dr. Franco leading our district. Dr. Franco is starting his sixth year and has done an exceptional job. He also thanked the district for the education that his daughter has received. She took AP classes at West High which helped her with her college entrance. Trustee Feller had a difficult summer. She wanted to make sure that we have people attending city/school meeting on Thursday and feels it is important to have 3 board members sit on that committee and understand what's going on. Trustee Swenson also attended the new teacher luncheon. He enjoyed the speakers and felt that the new people are welcomed to join the Tracy team. On Saturday he attended the Tracy High luau which raised over \$15,000 with a silent and live auction. They auctioned a jersey to benefit the Emery Family and it was bid and sold three times. Jim is an exceptional leader and does an outstanding job. Trustee Hawkins welcomed Joan back. He was very happy when Jim became the Superintendent because he had so much experience in Tracy and the public knew and respected him. He's done a great job for the community. The new teacher luncheon is so great because what our district does a lot for the new teachers and it isn't done anywhere else. Trustee Vaughn agreed that Jim has done a top professional job and appreciates all he does. He did a great job on the video. Trustee Crandall also thinks it's

nice to have Jim in charge. There's not a person that doesn't feel the same way. He attends all the school events and functions. He is TUSD. He works until 11:00 p.m. and we appreciate everything you do.

**Superintendent  
Report:**

Dr. Franco thanked the Board for supporting his contract. He received an email from Steve Thornton about naming the stadium and pool. We will get convene a committee to start working on it. Our board policy covers naming schools, not facilities, but we can consider following those guidelines. Gregg and Tom would like to be part of the committee. He thanked the Jamie and the Human Resources Department for organizing the new teacher luncheon. This was Matthew's first luncheon with our District. The food service workers did a good job and were having a good time. He also, thanked Sheila for all of her hard work for the staff development planning and kicking off all of the events that occurred prior to school starting. Cabinet visited various schools yesterday and felt it was a very smooth start. People in the office were being taken care of. Today he visited the West High and Delta Island. Kudos to everyone including maintenance, security custodians, business services, educational services, etc. for getting schools ready to start. He also thanked Paul Hall for going to the Bear Creek High School forum sponsored by the NAACP. He thanked the Board for their kind words.

**9:12 PM  
Adjournment.**

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Tom Hawkins, Clerk

Date

**Minutes of  
Special Meeting of the Governing Board  
For Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA  
Held on August 17, 2007**

**4:03 PM:** President Crandall called the meeting to order and led those present in the Pledge of Allegiance.

**Roll Call:** Board: G. Crandall, T. Guzman, T. Hawkins, J. Feller, K. Lewis, J. Vaughn, B. Swenson  
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry

**Employees Present:** D. Wakefield, B. Carter,

**Press:** None.

**Visitors Present:** E. Frederick, T. Crites

**Hearing of Delegations** None.

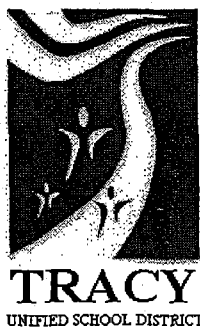
**Action Items:** **5.1 Administrative & Business Services:**  
**5.1.1** Approve and Award the Contract for the Construction of the 40 Classroom Building at Tracy High School to the Apparent Low Bidder Roebbelen Contracting, Inc.  
**Action:** Lewis, Hawkins. **Vote:** Yes-7; No-0.

Director of Facilities, Denise Wakefield, presented a power point which included a summary of events and reviewed the report of samples and testing performed. Consultant, Erik Frederick, reported that there are no health or safety concerns.

**4:19PM Adjournment**

\_\_\_\_\_  
Tom Hawkins, Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 21, 2007  
**SUBJECT:** Receive Report on Enrollment

**BACKGROUND:** One of the key variables in district decision making is student enrollment. Teacher staffing, class size, transportation, and funding are all planned with enrollment as the primary consideration. In January through February of each year the district projects enrollment. During the first two to three weeks, enrollment is monitored to see how closely enrollment matches the projections, what trends are occurring, and how plans should be modified to reflect the actual enrollment.

**RATIONALE:** As of the agenda preparation date, students who are enrolled in the student data system, but who have not yet reported to school, have not yet been removed from the data base. Students are generally not removed from enrollment until they have missed two full weeks of class. Also, during the first two weeks of school, high schools shuffle students to deal with master scheduling issues and to balance class sizes.

Accurate information is expected to be available by the time of the board meeting, at which time a preliminary report on enrollment will be presented.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Receive Report on Enrollment.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 13, 2007  
**SUBJECT:** Receive Report on Advanced Placement English Textbook

**BACKGROUND:** The College Board establishes curriculum for all Advanced Placement courses. The current district-adopted textbook for the Advanced Placement (AP) English class at West High School has been found to be outdated, and does not adequately prepare students for the AP exam. It is critical that instructional materials align with the curriculum. Therefore, it is the recommendation of the district AP English Committee that a new textbook be considered for adoption. The Committee has developed criteria for evaluating instructional materials and reviewed several programs. Community members have been made aware of the adoption process through newspaper announcements and public review of materials at West High School.

The following textbook is being recommended for adoption for the West High School Advanced Placement English program:

- *The Language of Composition; Reading, Writing, Rhetoric*, by Renee H. Shea, Lawrence Scanlon, Robin Aufses, copyright 2008 by Bedford/St. Martin's Publishing

**RATIONALE:** The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Alignment with College Board AP English Alignment with College Board AP English Language and Composition curriculum - including recent changes reflected in the AP English Language examination beginning with the 2007 administration
- Instructional Planning and support
- Universal Access
- Higher order thinking skills
- Integration of technology/web based learning

This agenda item meets Strategic Goal #2: Create a Quality and Effective Learning Environment for all Students by providing materials for all staff to maximize the success of diverse learners (2.1.4).

**FUNDING:** Funding for the purchase of recommended materials in the amount of \$4,500.00 will be provided by State textbook funds.

**RECOMMENDATION:** Receive Report on Advanced Placement English Program.

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





**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services  
**DATE:** August 17, 2007  
**SUBJECT:** Receive Report on the District's STAR Results for the 2006-07 School Year.

**BACKGROUND:** The California Department of Education recently released the results of the STAR testing from the spring of 2007. The results of the STAR tests are used to determine the district's and individual sites score on the state accountability system, the Academic Performance Index (API). The STAR results are also used for the federal accountability measure, the Adequate Yearly Progress (AYP). The STAR testing program includes the California Standards Test (CST), the California Alternative Performance Assessment (CAPA), the CAT6/Survey (grades 3 and 7 only), and assessments of primary language achievement for Spanish speakers including the new Standards Test in Spanish (STS) for grades 2-4, and the Aprenda 3 for grades 5-11.

**RATIONALE:** The report includes information on the results of the STAR testing from the 2006/07 school year. In addition, the report outlines a number of district initiatives in place to improve student achievement K-12. This supports Strategic Goal #1: Provide a Variety of Learning Environments and Goal #2: Raise the Achievement of All Students while Closing the Achievement Gap.

**FUNDING:** No cost.

**RECOMMENDATION:** Receive Report on the District's STAR Results for the 2006-07 School Year.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 28, 2008  
**SUBJECT:** **Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**

**BACKGROUND:** Section 60119 (as revised by Chapter 900, Statutes of 2004) and CCR, Title 5 Section 9531(c) of the California Education Code requires that the governing board annually hold a public hearing in which the input of parents, teachers, members of the community, and bargaining unit leaders is encouraged. The public hearing is held to determine whether "each pupil in each school in the district has, or will have prior to the end of this fiscal year, sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board."

**RATIONALE:** The public hearing requirement is one component of the state audit guide. Failure to conduct the hearing may cause the district to lose a portion of its instructional materials funding, i.e., Instructional Materials Fund Realignment Program (IMFRP). This item aligns with Strategic Goal #1: Provide a Relevant and Meaningful Curriculum.

**FUNDING:** Failure to conduct a public hearing may result in loss of state textbook funds to the district.

**RECOMMENDATION:** Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** August 17, 2007  
**SUBJECT:** Accept Donations

**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, supplies, and/or equipment are to be considered for acceptance as donations:

Tracy Unified School District: From: Mr. Dale Cose, P.O. Box 326, Tracy, CA 95378. The donation is an HP 42" Designjet 500 Plotter with Jetdirect Card. The Plotter will be used at Tracy High School for the Auto CAD class, Mr. Robert Bowman, Instructor. The ISET department has reviewed and approved this item and will assist with the set up, network drop, and configuration and add the item to the network so the item will be shared by all students in the AutoCAD lab. The item is valued at \$1,200.00.

**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.

**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/re-cycling. 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 Development Departments 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 very generous donation by Mr. Cose with the thanks and appreciation of the staff and students at Tracy High School and the entire Tracy Unified School District.

**Prepared by:** Catherine Lyons, Administrative Assistant to the Associate Superintendent for Business Services.



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

**From:** *Casey* Casey Goodall, Associate Superintendent for Business

**Date:** August 17, 2007

**SUBJECT:** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board review and Approval

**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.

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

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

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

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A. Vendor: Clearvue, Inc.  
Site: District Finance  
Item: Agreement  
Services: The Tracy Unified School District utilizes the services of a contracted provider to render mandatory reporting of mandated cost claims to the State. Services rendered by Clearvue, Inc. are for report preparations for which there is no trained district staff available.  
Cost: \$22,000.00 – Not to Exceed  
Project Funding: Unrestricted General Fund

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B. Vendor: School Services of California  
Site: District Finance  
Item: Agreement  
Services: The Business Services Division has contracted for many years with School Services of California, Incorporated. Their services are critical to budget development and implementation. In addition, their information services provide guidance on a plethora of management issues unavailable from any other source.  
Cost: \$3,000.00  
Project Funding: Unrestricted General Fund

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C. Vendor: Vavrinek, Trine, Day & Co.  
Site: District Finance  
Item: Agreement  
Services: The Tracy Unified School District is required to hire an audit firm to conduct an annual independent financial audit. The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles. The independent financial audit is an opportunity to improve the district's financial process. The financial review and findings offered highlight areas in which the district can better control assets.  
Cost: \$40,000.00  
Project Funding: Unrestricted General Fund

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D. Vendor: Kontraband Interdiction & Detection Services, Inc. (K.I.D.S.)  
Site: District Wide  
Item: Agreement  
Services: The contractor will provide a minimum of twenty-four (24) unannounced contraband inspections using detection canines as directed by the Tracy Unified School District. Services include inspections and consulting services using non-aggressive detection canines certified as a reliable team to detect illicit drugs, alcohol and pyrotechnics.  
Cost: \$8,568.00 Not to Exceed  
Project Funding: Safety

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E. Vendor: L&H Airco  
Site: New Energy Management System - West High School  
Item: Change Order #1  
Services: Due to the school being placed on "lock-down" the crew installing the energy management system (EMS) was told to leave the site; thus the added cost for the loss in time and money to the contractor.  
Cost: \$1,993.35  
Project Funding: Deferred Maintenance

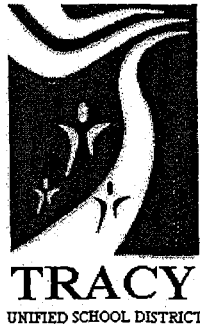
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F. Vendor: L&H Airco  
Site: Various School Sites – New Energy Management Systems  
Item: Notice of Completion  
Services: Contractor to provide and install the new Alerton Energy Management System for the following school sites; Hirsch, I.G.C.G., Monte Vista, South/West Park, West High and Williams Middle School.  
Original Contract: \$754,166.00 Change Order: \$1,993.35 Total Amount: \$756,159.35  
Completion Date: June 20, 2007 – final project start up date  
Project Funding: Redevelopment, Deferred Maintenance & Restricted Maintenance

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G. Vendor: Rodgers Construction and Engineering  
Site: Williams Middle School & Central Elementary School  
Item: Notice of Completion  
Services: Contractor to prepare two (2) building pads at Central and one (1) building pad at Williams for the placement of portable classrooms at each site.  
Original Contract: \$11,400.00 Change Order: \$0.00 Total Amount: \$11,400.00 - Central  
\$2,400.00 Change Order: \$0.00 Total Amount: \$2,400.00 - Williams  
Completion Date: August 2, 2007  
Project Funding: Central – Unrestricted General Fund and Williams – Developer and SSBF

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# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent  
**From:** *Casey* Casey Goodall, Associate Superintendent for Business  
**Date:** August 17, 2007

**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

**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.

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

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

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

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A. Vendor: KNN Public Finance  
Site: Measure E Bond Administration  
Item: Agreement  
Services: Consultant to provide continuing disclosure services to the Tracy Unified School District for all General Obligation Bond and Certificates of Participation issues. As Dissemination Agent, they will prepare and submit Annual Report.  
Cost: \$2,000.00  
Project Funding: Local Bond Funds

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B. Vendor: Kleinfelder West, Inc.  
Site: West High School – Stadium/Pool  
Item: Agreement  
Services: Geotechnical Engineer to provide materials testing, compaction tests at the Stadium/Pool project site.  
Cost: \$40,000.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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C. Vendor: Warren Land Surveying, Inc.  
Site: District Wide  
Item: Request for Qualifications (RFQ) Selection  
Services: Consulting engineer to provide topographical surveying for current and future projects.  
Cost: Time & Material based upon their response to the RFQ.  
Project Funding: Local Bond Funds, SSBF, Unrestricted Facilities Funds and others based upon the specific project.

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 13, 2007  
**SUBJECT:** Ratify Contract with Mediscan Staffing Services for Speech/Language Pathologist

**BACKGROUND:** Board approval is requested to contract for Speech/Language Pathology Services for Special Education students. One of our Speech/Language Pathologists requested to resign from 40% of her full-time contract with Tracy Unified. The District is not likely to fill a 40% FTE Speech Pathologist position for the 07/08 school year. However, the 40% position is open and will remain so for the duration of the year. Meanwhile, Mediscan Staffing Services has a Speech Pathologist available for the 40% position, through contract with their agency. We would like to contract with Mediscan until we are able to fill the 40% position. The contract will likely continue for the duration of the school year.

**RATIONALE:** Districts must offer a continuum of services, including Language/Speech and Hearing services, to students with exceptional needs. This request supports Strategic Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve achievement.

**FUNDING:** The contract rate is \$85.00 per hour, for three days per week, at a total of 21 hours per week, 36 weeks duration. The total will not exceed \$64,260.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Mediscan Staffing Services for Speech/Language Pathologist

**Prepared by:** Nancy E. Hopple, Director of Special Education.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Mediscan Staffing Services, 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: **Provide Joyce Allen, SLP, for speech/language assessment, therapy, IEP development and meetings.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **21 hours per week, for a total of 36 weeks during the school year**, under the terms of this agreement at the following location: **Various TUSD school sites.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay **\$85.00 per HOUR, not to exceed a total of \$64,260.00 for the school year.** 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 in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ NA 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 claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking.
4. The terms of the agreement shall commence the week of August 20, 2007, and shall terminate on June 1, 2008.
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, Nancy E. Hopple (209) 830-3270 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 for loss, damage, or injury to person(s) or property resulting from, or caused by, the 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 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 person or 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 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)

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
01-6500-0-5750-1180-5800-800-2542  
Account Number to be Charged

\_\_\_\_\_  
Address

\_\_\_\_\_  
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.



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** ~~Dr. Sheila Harrison~~, Assistant Superintendent for Educational Services  
**Date:** August 16, 2007  
**Subject:** Ratify Agreement for Special Contract Services with Carol Lehman, SLP

**BACKGROUND:** A student with autism and significant limitations in communication was assessed by the UC Davis MIND Institute as needing augmented or speech generating communication devices. The teaching staff, specialists, aides and others working with this child require specialized training in order to help the child utilize the device and increase her communication. The child also requires the help of an augmented communication specialist to develop her communication skills. Ratification is necessary as the IEP team agreed to continue and increase services from the previous fiscal year.

**RATIONALE:** The district is legally required to provide specialized supports and services to a child in order to help that child benefit from their special education. At this time the district has no qualified employee in the area of augmented or augmentative communication. This request supports Strategic Goal #2, "Create Quality Learning Environments."

**FUNDING:** Contract expenses for the 2007-2008 school year include 80 hours billed at no more than \$100.00 per hour for a total of \$8,000.00. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Carol Lehman, SLP

**Prepared by:** Nancy E. Flynn, Director of Special Education

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Carol A. Lehman, CCC SLP 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: Provide assessment for augmentative communication; consultation to staff and parents in the area of augmentative communication; training to staff and parents in the area of augmentative communication; attendance at staffings and IEP meetings.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of ( 80 ) HOURS per year, under the terms of this agreement at the following: any school site in the district; parents' homes as needed.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 100.00 per HOUR for direct contact and training; \$50.00 per HOUR for programming augmented devices and attendance at IEP meetings; not to exceed a total of \$ 8000.00 per year. 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 rates not to exceed those currently in effect for employees of 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 this 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 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 terms of the agreement shall commence on **July 1, 2007**, and shall terminate on **June 30, 2008**.
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, Nancy E. Hopple (209) 830-3270 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 for loss, damage, or injury to person(s) or property resulting from, or caused by, the 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 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 person or 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 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:**

Coral A. Lehman  
Consultant Signature (1)

Social Security Number (2) \_\_\_\_\_

8-15-07  
Date

Speech-Language Pathologist  
Title

J  
Address

+

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

01-6500-0-5750-1180-5800-800-2542  
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.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** May 21, 2007  
**SUBJECT:** Approve Service Agreement for Nancy Fetzer  
To Provide Nine Full Days of Coaching for Teachers in Writing Strategies at Central School on September 3-7, 2007 and April 7-11, 2008.

**BACKGROUND:** Through program evaluation and the results of District and State assessments, we have identified the need to work on building a more comprehensive writing program. Ms. Fetzer has been providing Central teachers coaching in building language and writing strategies for the past two years. The staff found her suggestions for building language and instructional strategies very useful and requested that Ms. Fetzer model writing lessons for new teachers and provide critical feedback to previously trained teachers. In addition, she will continue to work with grade-level teams to plan and sequence their writing curriculum for the year.

**RATIONALE:** Central is a Title I school and is in the second year of not meeting API and AYP goals. The students routinely perform below District standards on writing assessments. However, after having Nancy Fetzer work with staff, the writing scores have improved. Ms. Fetzer has presented at state-wide conferences and is a highly respected writing coach. Central requests approval to bring this consultant in to work with Central teachers. This in-service supports Strategic Goal #1 – Quality Curriculum and/or Strategic Goal #7 – Educational Leadership.

**FUNDING:** Central's Discretionary Block Grant will provide \$15,000.00 to cover the cost of coaching.

**RECOMMENDATION:** Approve Service Agreement for Nancy Fetzer to Provide Nine Full Days of Coaching for Teachers in Writing Strategies at Central School on September 3-7, 2007 and April 7-11, 2008.

**Prepared by:** Nancy Link, Principal, Central School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nancy Fetzer 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: Provide nine full days of coaching for teachers in writing strategies at Central School on September 3-7, 2007 and April 7-11, 2008.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 9 days under the terms of this agreement at the following location: Central School in Tracy, CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$15,000.00 **FLAT RATE** not to exceed a total of \$15,000.00. 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 in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses is included in the contractors flat rate fee 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 claim form provided by 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 terms of the agreement shall commence on September 3, 2007, and shall terminate on April 11, 2008.
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Nancy Link at (209) 830-3303 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 for loss, damage, or injury to person(s) or property resulting from, or caused by, the 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 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 person or 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 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:**

Nancy Fetzer  
Consultant Signature (1)

August 8, 2007  
Date

Nancy Fetzer Literacy Connections  
Title

Nancy Fetzer Literacy Connections  
Address

40500 Valle Vista

Murrieta Ca. 92562

Nancy Morgan Link  
Tracy Unified School District

8/8/07  
Date

Principal  
Title

01-7396-0-1110-1000-5800-130-3104  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

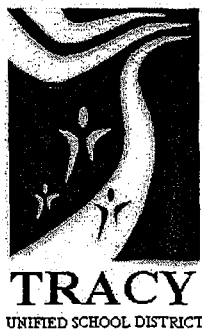
\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
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.

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** *JS* August 6, 2007  
**SUBJECT:** Approve Contract with Dr. Carina Grandison for Independent Educational Evaluation/Psycho-educational Assessment

**BACKGROUND:** Board approval is requested to contract for an Independent Educational Evaluation/Psycho-educational Assessment for a Special Education student. We would like to contract with Dr. Carina Grandison, a Neuropsychologist from Oakland Children's Hospital for the needed evaluation.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional needs. This request supports Strategic Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve achievement.

**FUNDING:** The contract rate is \$190.00 per hour, for a total of 10 hours. The total will not exceed \$1,900.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Contract with Dr. Carina Grandison for Independent Educational Evaluation/Psycho-educational Assessment

**Prepared by:** Nancy E. Hopple, Director of Special Education.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Dr. Carina Grandison, 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: **Independent Educational Evaluation / Psychological Educational Assessment**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **(10) HOURS** under the terms of this agreement at the following location
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay **\$190.00** per  **HOUR** not to exceed a total of **\$ 1,900.00**. 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 rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
  - c. District shall make payment as follows: **on or after the second day of assessment and upon presentation of a detailed invoice, district will make half the payment within fifteen days. Upon completion of the assessment and submission of report to district, assessor will again present a detailed invoice, and district will pay the balance within fifteen days.**
4. The terms of the agreement shall commence on August 1, 2007, and shall terminate on June 30, 2008.
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, Nancy E. Hopple (209) 830-3270 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 for loss, damage, or injury to person(s) or property resulting from, or caused by, the 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 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 person or 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 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
**01-6500-0-5750-1180-5800-800-2542**  
Account Number to be Charged

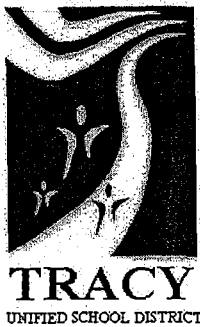
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Department/Site Approval

\_\_\_\_\_  
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.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 7, 2007  
**SUBJECT:** Approve Contract with Deborah McClosky for Independent Educational Evaluation

**BACKGROUND:** Board approval is requested to contract for an Independent Educational Evaluation (IEE) for a Special Education student with Autism. The augmentative communication evaluation is to see if assistive technology is warranted for the student. We would like to contract with Deborah McClosky for the needed Independent Educational Evaluation. The contract will likely commence the first part of the 2007/2008 school year.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional needs. This request supports Strategic Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve achievement.

**FUNDING:** The contract rate is \$85.00 per hour, for a total of 20 hours. The total will not exceed \$1,700.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Contract with Deborah McClosky for Independent Educational Evaluation

**Prepared by:** Nancy E. Hopple, Director of Special Education.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Deborah McClosky, 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: **Independent Educational Evaluation**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (20) HOURS, under the terms of this agreement at the following location
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay **\$85.00** per  **HOUR**, not to exceed a total of **\$1,700.00**. 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 in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$     -0-     for the term of this agreement.
  - c. District shall make payment as follows: on or after the second day of assessment and upon presentation of a detailed invoice, district will make half the payment within fifteen days. Upon completion of the assessment and submission of report to district, assessor will again present a detailed invoice, and district will pay the balance within fifteen days.
4. The terms of the agreement shall commence on August 1, 2007, and shall terminate on June 30, 2008.
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, Nancy E. Hopple (209) 830-3270 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 for loss, damage, or injury to person(s) or property resulting from, or caused by, the 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 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 person or 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 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
01-6500-0-5750-1180-5800-800-2542

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

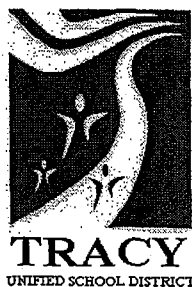
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Budget Approval

\_\_\_\_\_  
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.

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *JX* Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**DATE:** August 16, 2007  
**SUBJECT:** Approve Overnight Travel for the Tracy High School Sophomore and Varsity Boys' Basketball Teams to Participate in the Harlan Carter Basketball Tournament in Redding, CA, on November 29, 30 and December 1, 2007

**BACKGROUND:** The Tracy High Sophomore and Varsity Boys' Basketball Teams would like to participate in the Harlan Carter Basketball Tournament at Shasta High School in Redding, CA. This is an annual event for Tracy High School. Approximately 28 players and four coaches will be making the trip.

**RATIONALE:** Two overnights are required to provide the basketball team's ample time to rest and prepare for their games. The Shasta High School Boosters, for the nights of November 29, and 30, have arranged discounted motel rooms for the players. The coaches will be provided a complimentary motel room. The team will get their assignments from teachers prior to leaving and make them up when they return. This aligns with Strategic Goal #4 (Developing the Whole Student).

**FUNDING:** The Tracy High Athletic Department will pay the \$750 transportation costs for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Boys' Basketball Program (ASB) will pay the \$450.00 tournament fee for the teams and the cost of approximately \$1200 for the hotel rooms.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Sophomore and Varsity Boys' Basketball Teams to Participate in the Harlan Carter Basketball Tournament in Redding, CA, on November 29, 30 and Dec. 1, 2007.

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



# HARLAN CARTER INVITATIONAL BASKETBALL TOURNAMENT

**2007 Contract**  
**(November 29, 30, December 1)**

TO: Athletic Director  
Varsity Basketball Coach

FROM: Chuck Crawford, Tournament Director

SUBJECT: Boys 2007 Tournament

DATE: January 22, 2007

The 38<sup>th</sup> annual boys' tournament will be held **November 29, 30, December 1**. The entry fee of **\$450\*** covers both the junior varsity and varsity teams.

Tournament information will be ongoing; please email me with any questions.

Please sign and return the second page of this Commitment Letter **ASAP**.

**HARLAN CARTER INVITATIONAL BASKETBALL TOURNAMENT  
2007  
(November 29, 30, December 1)**

**We (JV and Varsity) will be there!**

School: Tracy High School

Phone: (209) 831-5100 Coach's Email: pdemsher@tusd.net  
                    x 2552

Coach's signature: Paul Demsher

Athletic Director's signature: Mark Strong

**Return to:** Chuck Crawford, Shasta High School, 2500 Eureka Way,  
Redding, CA, 96001 530-241-4161 (ext. 15543)  
ccrawford@suhsd.net  
Fax: 245-2635



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~HA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** ~~HA~~ August 17, 2007  
**SUBJECT:** Approve Service Agreement for Tracy Mental Health Center Services for the 2007-08 School Year

**BACKGROUND:** From data collected through North School student Success Team meetings we have found that students as well as families are in need of counseling services beyond the scope of the school. Tracy Mental Health Center has been providing services in the community and the school District. They can provide day and evening counseling services. In addition they can provide the school with the multilingual services that are needed for students and their families. We plan to buy weekly scheduled "service hours" that provide an on site counselor for identified students during the school day. Furthermore, we can request evening sessions where families can benefit from the counseling services depending on the need as determined by staff or North School Student Success Teams.

**RATIONALE:** North School is a Title 1 school with 70% of students from a Latino background. Many are second language learners and they as well as their families must adapt to a new culture. In addition, over 54% of our students receive free or reduced food services indicating a lack of economic resources. We have a high number of multiple families living together, grandparents raising grandchildren and single parent families. These factors directly influence student behavior as well as academic success. This agenda item supports Strategic Goal #4 Developing the Whole Student and Strategic Goal #5 Partnerships.

**FUNDING:** 120 hours, not to exceed \$7,500. Paid from School Site Categorical funds – SIP, Title 1 and EIA.

**RECOMMENDATION:** Approve Service Agreement for Tracy Mental Health Center Services for the 2007-08 School Year

**Prepared by:** Frederick A. Medina, North 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 Tracy Mental Health Center 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: The Primary Intervention Program (IP) for systematically screened and selected students in grades k-3 with mild to moderate school adjustment problems. Child aide provides time limited direct one-to-one services for students in a specially equipped activity room. Services also include hiring, retention, supervision and training of the child aide and consultation for families of students who have been identified to have needs for services beyond scope of program. Service provides for screening of students, evaluation of program 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 380 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location:  
North Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 31.50 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$11,970. 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 JUL 5, 2007 and shall terminate on JUNE 1, 2008.
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, Fred Medina at (209) 831-5275 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,

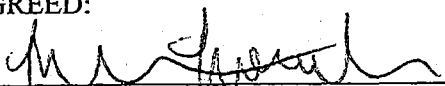
damage or injury to person(s) or property resulting from, or caused by, contractor's services during or relating to the performance of service under this Agreement.

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)

5/17/07  
Date

Executive Director  
Title

Tracy Mental Health Center  
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.



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources  
**DATE:** August 15, 2007  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Berendt, Corinne S.

Burton, DeEtte

Duncan, Mark

Edache, Michelle A.

Khin, Mya

King, Melinda

## CERTIFICATED

3rd Grade (Replacement)  
Villalovoz  
Class VI, Step 2 \$46,724  
Funding: General Fund

English (Replacement)  
Tracy High  
Class III, Step 13 \$55,440  
Funding: General Fund

Math (Replacement)  
Stein  
Class IV, Step 14 \$59,366  
Funding: General Fund

SLP (Replacement)  
Villalovoz  
Class VI, Step 11 \$63,570  
Funding: Special Education

Biology/Chemistry (New)  
West High  
Class III, Step 15 \$55,440  
Funding: General Fund

English (Replacement)  
West High  
Class II, Step 1 \$40,276  
Funding: General Fund

Richards, Lavette

.8 Biology (Replacement)

IGCG

Class I, Step 1 \$32,221

Funding: General Fund

Rosenblum-Stime, Celia

Music (New)

Kelly

Class III, Step 1 \$42,166

Funding: Music Grant

Sowell, Cathie

English/Social Science (New)

Duncan Russell

Class III, Step 1 \$40,276

Funding: General Fund/Alternative H. S. Fund

Sowell, Morgan

Science (Replacement)

Monte Vista

Class III, Step 1 \$40,276

Funding: General Fund

Sprague, Karen D.

8<sup>th</sup> Core (Replacement)

Monte Vista

Class II, Step 1 \$40,276

Funding: General Fund

Teixeira, Kathleen

Math (Replacement)

Tracy High

Class IV, Step 7 \$51,774

Funding: General Fund

### **BACKGROUND:**

Calvin, Teri

Counselor (Replacement)

Tracy High

Class 7, Step A \$59,418

Funding: General Fund

Lowery, Amy

Associate Principal (New)

IGCG/WHs

Class 49, Step D \$92,705

Funding: General Fund

Miller, Gloria D.

Counselor (Reassignment)

Tracy High

Class 7, Step B \$62,511

Funding: General Fund

Montez, Edward

Counselor (Reassignment)

Williams Middle

Class 7, Step H \$83,189

Funding: General Fund

**BACKGROUND:**

Austin, Lisa

Diaz, Louisa

Durney, Lynda

Lim, Josephine

Miles, Donna

Pulkownik, Lynette

Rabino, Paul

Reyes, Diana

**CLASSIFIED**

Special Ed Para Educator I (Replacement)  
McKinley Elementary  
5 hours per day  
Range 24, Step C - \$13.17 per hour  
Funding: Special Education

School Supervision Assistant (New)  
George Kelly School  
2 hours per day  
Range 21, Step A - \$11.21 per hour  
Funding: School & Library Grant

School Supervision Assistant (Replacement)  
Williams Middle School  
3 hours per day  
Range 21, Step A - \$11.21 per hour  
Funding: General Fund

Food Service Worker (Replacement)  
Tracy High School  
3 hours per day  
Range 22, Step A - \$11.46 per hour  
Funding: Special Education IDEA Grant

I.E.P. Para Educator I (Replacement)  
George Kelly School  
6.5 hours per day  
Range 24, Step C - \$13.17 per hour  
Funding: Special Education

Para Educator I (Replacement)  
Louis Bohn Elementary  
3 hours per day/Monday through Thursday  
Range 24, Step A - \$12.00 per hour  
Funding: Economic Impact Aid

Bus Driver (Replacement)  
Transportation  
4 hours per day  
Range 36, Step A - \$15.85 per hour  
Funding: Transportation- Home to School

Bus Driver (Replacement)  
Transportation  
6 hours per day  
Range 36, Step E - \$19.12 per hour  
Funding: Transportation-Home to School



Timmons, Leslie

Special Ed Para Educator I (Replacement)  
Jacobson Elementary  
6 hours per day  
Range 24, Step E - \$14.45 per hour  
Funding: Special Education-IDEA Grant

Zamora, Sonya

Site Supervisor-Early Child Care (New)  
STEPS Program/Stein  
8 hours per day  
Range 36, Step A - \$15.85 per hour  
Funding: CAL-Safe Supportive Services

Zavala, Sally

Bilingual Para Educator I (New)  
Louis Bohn Elementary  
4 hours per day  
Range 24, Step A - \$12.00 per hour  
Funding: Economic Impact Aid

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

**Prepared by:** James Mousalimas, Assist. Supt. of Human Resources



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources  
**DATE:** August 15, 2007  
**SUBJECT:** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Waggle, Consuelo Counselor	Tracy High	08/24/2007

## BACKGROUND:

## CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Caldwell, Theresa 7 <sup>th</sup>	Monte Vista	12/31/2007

## BACKGROUND:

## MANAGEMENT RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Berg, Nancy Counselor	Monte Vista	12/21/2007

### CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anderson, Scott Para Educator I	WMS	08/10/2007	Accepted a teaching position at WMS
Fisher, Erin School Supervision Assist.	Louis Bohn	08/05/2007	Accepted another position
Hampton, Terri IEP Para Educator I	Hirsch	08/13/2007	Personal
Raven-Burgess, Janine IEP Para Educator I	George Kelly	08/24/2007	Pursue goals of becoming a Teacher
Williams, April Para Educator II	Tracy High School	08/20/2007	Accepted a teaching position in Stockton

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

**Prepared by:** James Mousalimas, Assist. Supt. of Human Resources



# BUSINESS SERVICES MEMORANDUM

**To:** Jim Franco, Superintendent

**From:** Casey Goodall, Assistant Superintendent for Business

**Date:** August 7, 2007

**Subject:** Authorize the Associate Superintendent for Business Services to award the bid for HAZMAT Removal Plan for the 2007-2008 school year.

**BACKGROUND:** Tracy Unified School District generates hazardous waste during the course of business. The science classroom, transportation department, maintenance and grounds departments, food services and the sites all have items that are illegal to dispose of using our waste management hauler. The items need to be handled and disposed of according to Cal OSHA, OES, District, City, County, State and Federal Regulatory laws and regulations.

Bid responses were received from three (3) vendors and the award was split award to all three respondents in rank order. The vendors in rank order are: Tracy Delta Solid Waste Management, Evergreen Oil, Inc. and Ashbury Environmental Services.

**RATIONALE:** Approval of this agenda item gives authorization to the Associate Superintendent for Business Services to award the HAZMAT Removal Services Bid to ensure effective removal and best value to the district and that the bid meets all state and federal purchasing guidelines.

**FUNDING:** The funding for HAZMAT Removal is funded from the budget for the Director of Risk Management, Environmental Compliance, Facility Use and Energy Management.

**RECOMMENDATIONS:** Authorize the Associate Superintendent for Business Services to award the bid for HAZMAT Removal Plan for the 2007-2008 school year.

**Prepared by:** Bob Corsaro, Director of Risk Management, Environmental Compliance, Facility Use and Energy Management.

To: Vendors for Tracy Unified School District HAZMAT Services Bid

From: Tracy Unified School District Purchasing Department

Date: August 7, 2007

Re: Results of Bids for Tracy Unified School District HAZMAT Services

There were three (3) respondents to the TUSD bid request for HAZMAT Removal. The decision grid was included in the RFP package and each proposal was evaluated based on the information provided by each vendor. The decision panel weighed the response against the District's criteria and awarded points to the responses based on the District's interpretation of response. The following table shows the results of the decision grids and their corresponding ranking.

The following vendors submitted bids and their respective proposals were scored as follows:

Tracy Delta Solid Waste Management	85
Evergreen Oil, Inc.	83
Asbury Environmental Services	75

There were wide variations in the responses to the bid and the shopping list of services the District views as core to our pick up needs are listed in Attachment A.

The District wishes to include as many vendors as is reasonably possible. The bid was split awarded to all three vendors in their ranking order.

The District when it needs HAZMAT Removal services will contact the vendors in the ranking order and determine if the vendor is able to respond in a responsible and economic manner to our needs. If the vendor does not meet the District's needs at the time of request, the District will make the request to the next vendor in ranking order. If there are no vendors included in this bid who meet the District's needs at the time of the request, the District reserves the right to seek services from a vendor who is not on this list, but that can meet the District's standards and needs.

Tracy Unified School District would like to thank all the participants in this process. We look forward to working with your companies in the future.

Bob Corsaro  
Director of Risk Management, Environmental Compliance, Facility Use and Energy Management  
Tracy Unified School District  
1875 West Lowell Avenue  
Tracy, Ca 95376  
Ph 209-830-3265  
Fax 209-830-3259

Company Name:	<b>Tracy Disposal</b>					No Bid	
Company Name:	<b>Evergreen</b>					Based on 55 Gal price	
Latex Paints	55g	30g	20-15g	5g	Cubic Meter		
	\$165.00	\$135.00	\$115.00	\$95.00	\$550.00		
Company Name:	<b>Ashbury Environmental Services</b>						
Latex Paint	55 Gal.	\$175.00				\$3.18	
Company Name:	<b>Evergreen</b>						
Oil Based Paints	55g	30g	20-15g	5g	Cubic Meter		
	\$225.00	\$190.00	\$150.00	\$110.00	\$750.00		
Company Name:	<b>Ashbury Environmental Services</b>						
Oil Based Paints (Flammable Liquid Also)	55 Gal.	\$275.00				\$5.00	

Company Name:	<b>Tracy Disposal</b>					Based on tube length by the each	
A) Fluorescent	Each	\$1.00				4ft	8ft
						\$1.00	\$1.00
Company Name:	<b>Evergreen</b>						
Fluorescent Tubes	55g	30g	20-15g	5g	Cubic Meter		
	Price per ft.	\$0.18			Min. \$50.00		
Company Name:	<b>Ashbury Environmental Services</b>						
Straight Fluorescent Tube (Holds 69 4 FT. T12's)		\$119.95				\$1.73	
Straight Fluorescent Tube (Holds 29 8 FT. T12's)		\$119.95					\$4.14
Straight Fluorescent Drum (Holds 185 4 FT. T12's)		\$229.95				\$1.24	

Based on  
wrapped  
pallet

Company Name: **Tracy Disposal**  
Freon & Calibration Cylinders (empty only)

N/C

Company Name: **Evergreen**  
Freon & Calibration Cylinders (empty only)

No Bid

Company Name: **Ashbury Environmental Services**  
Freon & Calibration Cylinders (empty only)      Wrapped Pallet      \$600.00

\$600.00

Company Name: **Tracy Disposal**  
Electronic Devices

Pound

\$0.25

\$140.00

Company Name: **Evergreen**  
PCB Light Ballast  
Non PCB Light Ballast

Price per lb.      \$0.80  
Price per lb.      \$0.70

\$308.00

Company Name: **Ashbury Environmental Services**  
Non-PCB Ballasts      55 Gal.      \$185.00

\$185.00

Based on 55  
GAL DRUM  
WEIGHING  
440 LBS.

Company Name: **Tracy Disposal**

Used Oil  
Used Antifreeze  
Oil Filters

Based on  
Based on 55 gal drum  
Stop/Flat Service  
Based on gal price

N/C  
N/C  
N/C

Company Name: **Evergreen**  
Used Oil  
Used Antifreeze  
Oil Filters

55g  
Stop  
Gallon  
55 Gal.  
30g  
20-15g  
5g  
Cubic Meter

\$50.00  
\$0.85  
\$45.00

Company Name: **Ashbury Environmental Services**

Waste Oil removal for recycling  
Waste Oil Filters (55 Gal. Drum) N/C for drum set u  
Waste Anti Freeze removal for Recycling

Flat Service  
Each  
Gallon

\$25.00  
\$55.00  
\$0.85

\$55.00  
\$25.00

\$0.85

Company Name: **Tracy Disposal**

Labor charge for pick up  
All services will be on a "will call" basis.

Each Trip

\$75.00

Based on a  
2 hour Trip  
Charge  
\$75.00

Company Name: **Evergreen**

Project Manager  
Technician w/ Truck  
Truck Time  
Truck Wash

Per Hour  
Per Hour  
Hr.  
Each

\$65.00  
\$55.00  
\$75.00  
\$100.00

\$110.00

Company Name: **Ashbury Environmental Services**

Vacuum Truck (Bobtail or Tanker)  
Technicians  
Supervisors

Per Hour  
Per Hour  
Per Hour

\$85.00  
\$65.00  
\$85.00

\$170.00





# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Assistant Superintendent for Business  
**DATE:** August 16, 2007  
**SUBJECT:** **Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment.**

**BACKGROUND:** District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "Materials accumulated which have no further value to the program of the school district, from time to time, be disposed of in such a manner to provide maximum benefit to the school district." BP 3316

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder, or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of Materials Management has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

When disposing of damaged, obsolete & surplus furniture and equipment, bidding for this service is not required. Yet, to ensure district assets and tax dollars are used appropriately, the district contacted several vendors, including Tracy Delta Disposal, for their respective prices. The results of our contacts with vendors has led us to create a pool of vendors to help service our needs. The vendors to be included this round of surplus equipment are: ARC, Off Lease Clearing House, Direct Computer Disposal, Tri Valley Recycling and Universal Waste Management, Inc.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The over all value of the inventory is negative or at best negligible as has been determined by the District. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. All of these vendors provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus. The District has no financial history in doing business with Direct Computer Disposal, Tri Valley Recycling, or Universal Waste Management, Inc. We have one year of experience with ARC and in our second year of working with Off Lease Clearing House.

**RATIONALE:** "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety

through certification. The vendors ARC and Off Lease Clearing House, provides a warranty on parts before donation or resale exchange takes place and provides a recycling program for all items that are toxic and not reused. Liability exposure to district is eliminated.

**FUNDING:** Cost is only the labor time to palletize and load items with a slight return possible.

**RECOMMENDATION:** Authorize Assistant Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.

**Prepared by:** Gary M. Jayne, Director of Materials Management

***Food Services Surplus List***

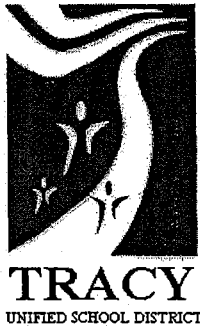
1ea. dean fryer. Tracy high.  
1 ea. Montague flat top warmer. Tracy high.  
1ea. campus/ food cart. Tracy high.  
1ea. frymaster. west high.  
1ea. barker, slicer. west high.  
1ea. And scale, west high.

***DEC Warehouse Surplus List***

280 monitors  
355 computers  
35 printers  
23 TVs  
46 oh projectors  
6 VCRs  
8 power supplies  
2 copiers  
3 fax  
2 video cameras  
2 boxes of telephones  
23 boxes cords and keyboards  
5 radios  
3 adding machines  
10 typewriters  
12 phone routers  
3 microwave ovens  
2 small refrigerators

***Transportation***

164	Van	2B5WB35ZX1K549503	DV	2001	1056990	Dodge
83	Van	2B4HB25Y6TK172749	TH/ASB	1996	O33468	Dodge
106	Lift	UN9T3300XVA001503	M	1997	N/A	Upright



# BUSINESS SERVICES MEMORANDUM

**To:** James C. Franco, Superintendent

**From:** C. Goodall, Associate Superintendent for Business Services

**Date:** August 15, 2007

**Subject:** **Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Alternate Members to be Recognized as Voting Members and Vote in Order to Create a Quorum, When a Quorum of Voting Members is Not Present (Second Reading – Intent to Adopt)**

**BACKGROUND:** Board Policy 7215 (a), section VII, 7.1 (f) and Citizens' Bond Oversight Committee Bylaws, Section VII, 7.1 (f) states that alternate Committee members shall be full participants in the oversight process, but shall be non-voting members. Due to various reasons, the Oversight Committee had difficulty achieving a quorum at its last two meetings. In order to facilitate committee meetings, members of the Committee have requested that the non-voting members be allowed to vote in order to create a quorum *only* when a quorum of voting members are not present at a Committee meeting.

**RATIONALE:** Because the Citizens' Bond Oversight Committee alternate members are fully participating and regularly attend committee meeting, they are fully aware of Committee business. Due to various issues, it may become difficult to achieve a quorum at Committee meetings. Should a quorum which consists of (4) voting members not be present at a meeting of the committee, allowing non-voting members to vote will facilitate decision making. Committee members are responsible for reviewing and reporting to the public on the District's expenditures of bond revenues for school construction, and advising and ensuring that the District's expenditures are in compliance with the laws and the authority approved by the District's voters. Committee members do not have the authority to approve or disapprove of the District's actual use of bond revenues, hire or fire employees, or enter into contracts.

**FUNDING:** There are no funding implications

**RECOMMENDATIONS:** **Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Alternate Members to be Recognized as Voting Members and Vote in Order to Create a Quorum, When a Quorum of Voting Members is Not Present (Second Reading – Intent to Adopt)**

**Prepared by:** Bonny Carter, Facilities Development

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

**I. Adoption of Policy and Regulations – Legal Authority**

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

**II. Background**

- 2.1 On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). The text of Proposition 39 includes various accountability requirements including requirements for certain types of audits. In an effort to increase voter acceptance for Proposition 39, the California Legislature passed, and Governor Davis signed, Assembly Bill 1908 ("AB 1908"), which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts which are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee, as required by the Law (as put into place pursuant to AB 1908). This Policy and Regulations are adopted to comply with the Law and to provide guidance as to the Committee and related matters.

**III. Definitions**

- 3.1 Unless the context clearly requires otherwise, or a term is differently defined within this Policy and Regulations, the terms defined in the Section III shall, for all purposes of this Policy and Regulations, have the meanings(s) herein specified.

**"AB 1908"** means Assembly Bill 1908 of the California 2000 Legislative Session, being Chapter 44 of Statutes of 2000.

**"Board"** means the Board of Trustees of the District.

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

**"Bonds"** means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

**"Committee"** means the Citizens' Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

**"District"** means the Tracy Unified School District.

**"Law"** means Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (being Education Code Sections 15278 *et seq.*)

**"Proposition 39"** means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

**IV     Establishment of Committee.**

- 4.1     The Committee shall be established upon the certification of successful election results of a Proposition 39 bond election by the Board subject to the purpose, parameters, policies and regulations set forth in California Law and herein.

**V.     Purpose of Committee.**

- 5.1     Statutory Purpose. The purpose of the Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of the bond proceeds. In carrying out this purpose the Committee shall:
- (a) Actively review and report on the proper expenditure of taxpayers' money for school construction;
  - (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that:
    - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

- school facilities, or the acquisition or lease of real property for school facilities;
- ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
- iii. A list of projects to be funded was included on the ballot;
- iv. An annual independent performance audit is performed; and
- v. An annual independent financial audit is performed.

5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

**VI Committee Composition.**

6.1

- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
- (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
- (c) The Committee shall include all of the following.
  - i. One member who is active in a business organization representing the business community located within the District.
  - ii. One member who is active in a senior citizen's organization;
  - iii. One member who is active in a bona fide taxpayer association;
  - iv. One member shall be the parent or guardian of a child enrolled in the District; and
  - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
  - vi. One member has been or is actively involved in the business of agriculture.



**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

**VII Committee Appointments, Term, Officers, and Vacancies**

**7.1 Appointments**

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.

- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
- (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
- (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. *However, should a quorum which consists of (4) voting members not be present at a meeting of the committee, the non-voting members shall be recognized as voting members and shall vote in order to create a quorum.* Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
- (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

7.2      Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as "one year" and four Committee members shall be designated as "two year" term members. No member of the Committee shall serve more than two (2) consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member's position is determined by the Board as set forth in this Policy and Regulations, until such vacancy is determined.

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30<sup>th</sup> of the appropriate term-year as described in paragraph 7.2.a above.

**7.3****Officers**

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.
- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
- a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

**7.4****Vacancies**

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- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
- a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
  - b. Death, or a legal determination of the incapacity of that Committee member.
  - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
  - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)
  - e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
  - f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
  - g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
  - h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.

**(b) Attendance**

- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
- B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
- C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same

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member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the regularly scheduled meeting. This notification shall also constitute an excuse.

(ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.

- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.
- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

**VIII Service on Committee.**

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.
- (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that

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such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.

- (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
- (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
- (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

**IX. Committee Activities and Meetings.**

- 9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:
  - (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
  - (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
  - (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
  - (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
  - (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:
    - (i) Mechanisms designed to reduce the cost of professional fees;

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- (ii) Mechanisms designed to reduce the costs of site preparation;
  - (iii) Recommendations regarding the joint use of core facilities;
  - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design; and
  - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
- (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.

9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.

- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.
- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

9.3 Brown Act Compliance: Public Records.

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations****X. Technical and Administrative Support.**

- 10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:
- (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
  - (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).

- 10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:
- (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
  - (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
  - (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
  - (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and
  - (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
- (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
- (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover



**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).

- 10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:

- (a) Minutes of Committee meetings;
- (b) Reports issued by the Committee; and
- (c) Documents received by the Committee.

- 10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be forwarded to the Board and such District staff members as such recommendations shall concern.

**XI. Disbanding of Committee; Records.**

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
- (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
  - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
  - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.
- 11.2 In the event that the Committee is disbanded and the Districts succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either reconstitute the last seated Committee or appoint new Committee members.

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Such determination shall be in the sole and absolute discretion of the Board.

- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

**XII. Amendment of Policy and Regulations.**

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

**XIII. POWERS RESERVED TO THE GOVERNING BOARD**

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
- (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
  - (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
  - (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
  - (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
  - (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board

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- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

**Adopted: 10/22/02**

**Revised: 04/24/07**

# **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

## **I. Adoption of Policy and Regulations – Legal Authority**

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

## **II. Background**

- 2.1 On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). The text of Proposition 39 includes various accountability requirements including requirements for certain types of audits. In an effort to increase voter acceptance for Proposition 39, the California Legislature passed, and Governor Davis signed, Assembly Bill 1908 ("AB 1908"), which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts which are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee, as required by the Law (as put into place pursuant to AB 1908). This Policy and Regulations are adopted to comply with the Law and to provide guidance as to the Committee and related matters.

## **III. Definitions**

- 3.1 Unless the context clearly requires otherwise, or a term is differently defined within this Policy and Regulations, the terms defined in the Section III shall, for all purposes of this Policy and Regulations, have the meanings(s) herein specified.

**"AB 1908"** means Assembly Bill 1908 of the California 2000 Legislative Session, being Chapter 44 of Statutes of 2000.

**"Board"** means the Board of Trustees of the District.

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

**"Bonds"** means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

**"Committee"** means the Citizens' Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

**"District"** means the Tracy Unified School District.

**"Law"** means Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (being Education Code Sections 15278 *et seq.*)

**"Proposition 39"** means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

### **IV     Establishment of Committee.**

- 4.1     The Committee shall be established upon the certification of successful election results of a Proposition 39 bond election by the Board subject to the purpose, parameters, policies and regulations set forth in California Law and herein.

### **V.     Purpose of Committee.**

- 5.1     Statutory Purpose. The purpose of the Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of the bond proceeds. In carrying out this purpose the Committee shall:
- (a) Actively review and report on the proper expenditure of taxpayers' money for school construction;
  - (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that;
    - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

school facilities, or the acquisition or lease of real property for school facilities;

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

- ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
- iii. A list of projects to be funded was included on the ballot;
- iv. An annual independent performance audit is performed; and
- v. An annual independent financial audit is performed.

5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

### **VI Committee Composition.**

6.1

- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
- (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
- (c) The Committee shall include all of the following.
  - i. One member who is active in a business organization representing the business community located within the District.
  - ii. One member who is active in a senior citizen's organization;
  - iii. One member who is active in a bona fide taxpayer association;
  - iv. One member shall be the parent or guardian of a child enrolled in the District; and
  - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
  - vi. One member has been or is actively involved in the business of agriculture.

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## **VII Committee Appointments, Term, Officers, and Vacancies**

### **7.1 Appointments**

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the

Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
- (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
- (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. *However, should a quorum which consists of (4) voting members not be present at a meeting of the committee, the non-voting members shall be recognized as voting members and shall vote in order to create a quorum.* Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
- (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

### 7.2

#### Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as "one year" and four Committee members shall be designated as "two year" term members. No member of the Committee shall serve more than two (2) consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member's position is determined by the Board as set forth in this Policy and Regulations, until such vacancy is determined.
- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30<sup>th</sup> of the appropriate term-year as described in paragraph 7.2.a above.

### 7.3

#### Officers

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted



## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.

- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
  - a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

### 7.4

#### Vacancies

- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
  - a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
  - b. Death, or a legal determination of the incapacity of that Committee member.
  - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
  - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

- e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
- f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
- g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
- h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.

### **(b) Attendance**

- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
- B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
- C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the regularly scheduled meeting. This notification shall also constitute an excuse.

(ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.

- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall

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follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.

- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

### **VIII Service on Committee.**

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.
  - (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.
  - (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
  - (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
  - (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

### **IX. Committee Activities and Meetings.**

9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:

- (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
- (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
- (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
- (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
- (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:
  - (i) Mechanisms designed to reduce the cost of professional fees;
  - (ii) Mechanisms designed to reduce the costs of site preparation;
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  - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
- (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.

9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.

- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

### 9.3 Brown Act Compliance: Public Records.

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

## X. Technical and Administrative Support.

10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:

- (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
- (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).

10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:

- (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
- (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
- (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
- (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

- meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and
- (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
- (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
- (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).

10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:

- (a) Minutes of Committee meetings;
- (b) Reports issued by the Committee; and
- (c) Documents received by the Committee.

10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

forwarded to the Board and such District staff members as such recommendations shall concern.

### **XI. Disbanding of Committee; Records.**

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
  - (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
  - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
  - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.
- 11.2 In the event that the Committee is disbanded and the Districts succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either reconstitute the last seated Committee or appoint new Committee members. Such determination shall be in the sole and absolute discretion of the Board.
- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

### **XII. Amendment of Policy and Regulations.**

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

### **XIII. POWERS RESERVED TO THE GOVERNING BOARD**

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
  - (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

**CITIZENS' BOND OVERSIGHT COMMITTEE  
BYLAWS**

- (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
- (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
- (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
- (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board
- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

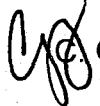
**Adopted: 4/24/07**





# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

**From:**  C. Goodall, Assistant Superintendent for Business

**Date:** August 20, 2007

**SUBJECT:** Approve Assembly Vendors and Site Assembly Utilization Calendars

**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.

**Rationale:** School site assemblies require pre-approval to ensure three different documents are in place: an approved contract; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all assemblies are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. Additionally, the attached calendar of events has been reviewed to ensure the date and time of the event does not conflict with other site or district events.

This list will be updated monthly and presented to the board for approval.

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

**Recommendation:** Approve Assembly Vendors and Site Assembly Utilization Calendars

Prepared by: Cindy Everhart, Facility Use Secretary, and Bob Corsaro, Director of Risk Management, Environmental Compliance, & Safety



## ASSEMBLY VENDOR

[illegible]

8/20/2007



# BUSINESS SERVICES MEMORANDUM

**To:** James C. Franco, Superintendent

**From:** C. Goodall, Assistant Superintendent for Business

**Date:** August 20, 2007

**Subject:** Adopt Resolution 07-04 of the Board of Trustees of the Tracy Unified School District Adopting a Declaration of Sole Source Products

**BACKGROUND:** District staff has evaluated the need to adopt sole source products for various systems specified for new construction and for the purchase of replacement items for old or non-functioning items. Currently, the District has a number of different products in our schools. It has become difficult for maintenance staff to repair or address programming issues because of the vast array of products currently being used. Much of the District's existing equipment has become obsolete and cannot be repaired. At some campuses, items are non-operational and were not replaced when they became older or obsolete. As the District moves forward with a number of new construction and modernization projects, as well as deferred maintenance and emergency repair projects, it is important to incorporate items that can uniformly be programmed, serviced, maintained and repaired.

**RATIONALE:** The District's Architects, Construction Managers and Director of Technology have recommended that the District standardize items that are to be purchased or replaced to maintain uniformity. Standardizing systems will help the District better maintain the health and safety of our students by being able to service and maintain equipment in a more timely and cost effective manner. Staff is recommending standards for: clocks, bells and intercoms; security systems; video distribution and door hardware and locks. Staff has evaluated the items recommended for standardization indicated in this Resolution.

**FUNDING:** No funding implications from this Resolution. Projects using District standard items will be funded by a number of different funding sources including: Deferred Maintenance, ERP, SSFP, Developer Fee, and General Fund.

**RECOMMENDATIONS:** Adopt Resolution 07-04 of the Board of Trustees of the Tracy Unified School District Adopting a Declaration of Sole Source Products

**Prepared by:** Denise Wakefield, Director of Facilities



# BUSINESS SERVICES MEMORANDUM

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Equipment/System:	Recommended Product:
Bells, Clocks, and Paging	Valcom
Security and Event Management System	Software House
Video Distribution System	vBrick
Door Hardware and Locks	Schlage, LCN, and Von Duprin



RESOLUTION NO. 07-04

**RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL DISTRICT ADOPTING A DECLARATION OF A SOLE SOURCE PRODUCTS**

WHEREAS, the California Public Contract Code prohibits public agencies from preparing bid specifications which designate, or result in, "sole sources" except under specific circumstances; and

WHEREAS, Public Contract Code section 3400(b) provides that California public agencies may adopt specifications which identify individual products, materials, things, etc., to the exclusion of all others, provided there is a finding that "sole source" is for the purpose of field testing, or in order to match other products already in-use within the jurisdiction; and

WHEREAS, a number of products have been evaluated by the District, over time, for the purpose of determining efficiency, cost-effectiveness, and durability; and

WHEREAS, the District has been moving towards standardization of products where possible, for the purpose of improving maintenance and operations; and

WHEREAS, it is the desire of the District to have consistency between new and modernized facilities, and existing facilities, where it promotes increased efficiencies and/or economics.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Tracy Unified School District hereby finds that for the purposes of compatibility with existing District systems; standardization for efficiency and cost-effectiveness; and greater control of parts and labor costs, the following products/sources are declared to be sole source for the purpose of bid specifications:

Bells, Clocks, and Paging  
Security and Event Management System  
Video Distribution System  
Door Hardware and Locks

Valcom  
Software House  
vBrick  
Schlage, LCN, and Von Duprin

THE FOREGOING RESOLUTION was introduced at the meeting of the Board of Education, Tracy Unified School District, held on the 28th day of August, 2007, by Governing Board Member \_\_\_\_\_, who made the motion, which being duly seconded by \_\_\_\_\_, was, upon roll call, carried into Resolution passed by the following vote:

AYES;

NOES;

ABSTAINED;

ABSENT;

ATTEST:

\_\_\_\_\_  
Secretary

Board of Education  
Tracy Unified School District

DATE \_\_\_\_\_



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 21, 2007  
**SUBJECT:** Adopt Resolution #07-05 Authorizing an Outside Agency to Write and Process Parking Citations on Tracy Unified School District Property

**BACKGROUND:** Currently the Tracy Unified School District does not issue parking citations on district property. However, parking violations often cause disruptions to district operations.

**RATIONALE:** Pursuant to California Vehicle Code 40250 through 40255, the Tracy Unified School District may empower an outside agency to write and process parking violations on Tracy Unified School District Property.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Adopt Resolution #07-05 Authorizing an Outside Agency to Write and Process Parking Citations on Tracy Unified School District Property.

**Prepared by:** John Heerema, Director of Transportation.



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #07-05**

**RESOLUTION AUTHORIZING DELTA COLLEGE TO WRITE AND PROCESS  
PARKING VIOLATORS ON TRACY UNIFIED SCHOOL DISTRICT PROPERTY**

**WHEAREAS**, pursuant to Vehicle Code Section 40250 through 40255 of the California Vehicle Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints and empowers an outside agency to write and process parking violations on Tracy Unified School District.

**WHEREAS**, by Resolution #07-05, dated August 28, 2007, appoints and empowers outside agencies to write and process parking violations on Tracy Unified School District property.

**NOW, THEREFORE BE IT RESOLVED**, pursuant to California Vehicle Code Sections 40250 through 40255 and by Resolutions #07-05 the Board of Trustees of the Tracy Unified School District wishes to appoint and empower as an agent to write and process parking violations on Tracy Unified School District property as needed on behalf of Tracy Unified School District.

**IT IS FURTHER RESOLVED** that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signature of the authorized agent, be sent to the Delta College Police Department.

**PASSED, ADOPTED, AND CERTIFIED THIS 28<sup>th</sup> DAY OF AUGUST, 2007, BY THE  
FOLLOWING VOTES:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Attest:**

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Gregg Crandall, President  
Board of Education  
Tracy Unified School District

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Tom Hawkins, Clerk  
Board of Education  
Tracy Unified School District





# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James Franco, Superintendent  
**From:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent Educational Services  
**Date:** August 14, 2007  
**Subject:** **Adopt Resolution #07-03: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District**

**BACKGROUND:** Section 60119 of the Education Code requires that the governing board annually make a determination through a resolution that each pupil in each school in the district has, or will have prior to the ninth week of school, sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

**RATIONALE:** The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item aligns with Strategic Goal #1 Provide a relevant and meaningful curriculum.

**FUNDING:** Failure to adopt a resolution may result in loss of State Instructional Materials Fund Realignment Program (IMFRP) allocation.

**RECOMMENDATION:** Adopt Resolution #07-03: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #07-03**

**DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE  
CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS  
2007-2008**

**Whereas**, the governing board of Tracy Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on August 28, 2007, at 7:00 PM, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

**Whereas**, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

**Whereas**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

**Whereas**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English learners that **are aligned to the academic content standards** and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS –

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Open Court	<i>Open Court</i>	2002
6-12	Holt	<i>Literature &amp; Language Arts</i>	2003
K-5 Bilingual	Houghton Mifflin	<i>Lectura</i>	2003

- MATHEMATICS –

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Scott Foresman	<i>California Mathematics</i>	2001
Grades 6-8	McGraw-Hill Prentice Hall	(6 <sup>th</sup> Grade) <i>Mathematics</i> , California Edition <i>Pre-Algebra &amp; Algebra</i>	2002

• SCIENCE (High School)–

Course / Grade Level	Recommended Text	Publisher	Copyright
Advanced Biology I AP	<i>Biology</i> , Campbell & Reece 7th ed	Prentice Hall	2005
Advanced Biology I IB H			
Advanced Biology II IB H			
Biology PreAP	<i>Essential Biology w/Physiology</i> , Campbell 2nd ed	Prentice Hall	2007
Biology PrelB			
AgSci/Biology PrelB			
Principles Of Engineering II			
Principles Of Engineering III	<i>A User's Guide to Engineering</i>	Prentice Hall	2006
Ag Biology	<i>Biology</i>	Prentice Hall	2008
AgSci/Biology Ag PrelB			
Biology			
Biology LEP			
Advanced Chemistry IB H	<i>Chemistry: The Central Science</i> , 10th ed	Prentice Hall	2006
Applied Chemistry	<i>Chemistry</i>	Pearson AGSglobe	2007
Chemistry	<i>Chemistry</i>	Prentice Hall	2008
Chemistry LEP			
Ag Physics	<i>Conceptual Physics</i>	Prentice Hall	2006
Conceptual Physics			
Principles Of Engineering I			
Conceptual Physics LEP			
Introduction to Forensic Science	<i>Criminalistics: An Introduction to Forensic Science</i>	Prentice Hall	2004
Ag Earth Science	<i>Earth Science</i>	Holt	2006
AgSci/Earth Science			
Earth Science			
Earth Science ELL			
	Spanish Supplement: <i>Study Guide</i>		
Course / Grade Level	Recommended Text	Publisher	Copyright
Human Physiology	<i>Essentials of Human Anatomy and Physiology</i> , 8th ed	Prentice Hall	2006
Human Physiology ELL			
AgSci/Chemistry PrelB	<i>Modern Chemistry</i>	Holt	2006
Chemistry H			
Chemistry PrelB			
Life Science SDC	<i>AGS Biology</i>	Pearson AGSglobe	2004
Integrated Science SDC	<i>AGS Physical Science</i>	Pearson AGSglobe	2004
Physical Science SDC	<i>AGS Earth Science</i>	Pearson AGSglobe	2004
Earth Science SDC			
Physics	<i>Physics</i>	Holt	2007
Advanced Physics AP	<i>Fundamentals of Physics</i> , 8th ed	People's Publishing/Wiley	2007
Physics IB H	<i>Physics for the IB Diploma</i> , 5th ed	Cambridge University Press	2007

Lab Research BioTechnology	<i>Biotechnology: Science for the New Millennium</i> , 1st ed	EMC Paradigm Publishing	2006
Environmental Systems IB	<i>Environmental Science: Toward a Sustainable Future</i> , 10th ed	Prentice Hall	

• SCIENCE (K-8)–

Grade Level	Publisher	Adopted Materials	Copyright
K-2	Harcourt	<i>Science</i> , CA Edition	©2000
K-2 Bilingual	Harcourt	<i>Ciencias</i> , CA Edition	©2000
Grades 3-5	McGraw-Hill	<i>Science</i> , CA Edition	©2001
Grades 6-8	Holt	<i>Science &amp; Technology</i> <i>Earth</i> – 6 <sup>th</sup> <i>Life</i> – 7 <sup>th</sup> <i>Physical</i> – 8 <sup>th</sup>	©2000

• HISTORY-SOCIAL SCIENCE –

Grade Level	Publisher	Adopted Materials
K-5	Scott Foresman	Scott Foresman History -Social Science for California
K-5 Bilingual	Scott Foresman	Historia – Ciencias Sociales Para California
Grades 6-8	Glencoe	Discovering Our Past

Course / Grade Level	Publisher	Adopted Materials
<b>Grade 12</b>		
American Govt. & AgSci Govt. (THS only)	Holt	American Government
Economics & AgSci Economics (THS only)	Holt	Economics
Economics LEP	Globe Fearon	Economics (Pacemaker)
Economics SDC	AGS	Economics (AGS)
Government LEP	Globe Fearon	American Government (Pacemaker)
Government SDC	AGS	United States Government (AGS)
IB History Americas 2 (THS only)	McDougal Littell/Houghton	People of a Nation
	Pearson Education	Latin America 7th ed.
	Social Studies School Service	Modern World GCSE
US Government & Politics AP (WHS only)	McDougal Littell/Houghton	American Government 10th ed.
	Pearson	American Government Readings
<b>Grade 11</b>		
US History	McDougal Littell	The Americans
US History AP (WHS only)	McDougal Littell/Houghton	American Pageant 13th ed
	McDougal Littell/Houghton	People of a Nation 7th ed.
IB History Americas 1 (THS only)	Pearson Education	Latin America 7th ed.
US History LEP	Globe Fearon (WHS)	United States History (Pacemaker)
US History SDC	AGS	United States History (AGS)
<b>Grade 10</b>		
World History	Prentice Hall	World History: The Modern World
Pre IB AgSci SS 2 (THS only)	Prentice Hall	World History: The Modern World
	Social Studies School Service	Modern World GCSE
Pre IB History of the Humanities (THS only)	Thomson/Wadsworth	World History, Volume II-Since 1500
	Prentice Hall	World History: The Modern World
World History Pre-AP (WHS only)	McDougal Littell/Houghton	The Earth and Its People 3rd ed

World History SDC	AGS	World History (AGS)
World History LEP	Globe Fearon (WHS)	World History (Pacemaker)
<b>Electives</b>		
Sociology	Holt	Sociology: the study of human relationships
Psychology	Glencoe	Understanding Psychology
Psychology IB (THS only)	Thomson/Wadsworth	Cognitive Psychology 4th ed
Geography/Anthropology and Pre IB AgSci SS 1 (THS only)	Holt	World Geography Today
Human Geography AP	Prentice Hall	Intro to Human Geography
	Wiley	Human Geography in Action

• ENGLISH LANGUAGE DEVELOPMENT MATERIALS

Grade Level	Publisher	Adopted Materials
K-5	Santillana	<i>Opening Doors</i>
6-8	Thomson Longman Fairfield Technologies	<i>Shining Star</i> <i>Rosetta Stone</i>
6-12	Sopris West	<i>Language!</i>
9-12	Thomson Heinle Fairfield Technologies	<i>Visions</i> <i>Rosetta Stone</i>

**Whereas**, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

**Whereas**, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2007 – 2008 school year, the Tracy Unified School District has provided each pupil with sufficient textbooks and instructional materials **aligned to the academic content standards and** consistent with the cycles and content of the curriculum frameworks.

**APPROVED AND ADOPTED**, this 28<sup>th</sup> day of August 2007, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Gregg Crandall  
President, Governing Board  
Tracy Unified School District

**ATTEST:**

\_\_\_\_\_  
Tom Hawkins  
Clerk, Governing Board  
Tracy Unified School District



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 15, 2007  
**SUBJECT:** Approve Contract for Consulting Services of Laura Alviso Hawkins to train new Tracy High School English Language Development Coordinator

**BACKGROUND:** Tracy High School, which has a large EL student population and the only secondary bilingual instruction program in the district, has a new English Language Development Director, Michael Wrenn. Mr. Wrenn needs training in his new responsibilities during this transitional period.

**RATIONALE:** Laura Alviso Hawkins, a former TUSD employee, has over 25 years experience as a bilingual educator and program administrator. Her knowledge and insight will be an excellent resource for the new coordinator. This supports District Goal 4: Continuously improve fiscal and human resources and Goal 6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** The total cost for this consulting will be \$55/hour or \$400/day up to a maximum of \$4,000. It will be paid with EIA funds.

**RECOMMENDATION:** Approve Contract for Consulting Services of Laura Alviso Hawkins to train new Tracy High School English Language Development Coordinator

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Laura Alviso Hawkins, 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: Training and development for the new English Language Development and Pathways to Excellence program coordinator
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 10 days or equivalent hours, under the terms of this agreement at the following location at Tracy High School, 315 E. 11<sup>th</sup> St., Tracy, CA, 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 55/hr or \$400/day not to exceed a total of \$4,000. 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 in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 250.00 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 claim form provided by 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 terms of the agreement shall commence on August 15, 2007, and shall terminate on June 1, 2008.
5. This agreement may be terminated at any time during the term by either party upon thirty day's written notice.
6. Contractor shall contact the District's designee, Michael Wrenn at (209) 830-3360 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 for loss, damage, or injury to person(s) or property resulting from, or caused by, the 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 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 person or 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 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
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.



**Laura Alvise Hawkins**  
**Consultant: Programs for English Learners**

3162 Buthmann Avenue  
Tracy, California 95376  
209-836-5479- [lauraahawkins@hotmail.com](mailto:lauraahawkins@hotmail.com)

**Objective**

To assist districts in designing appropriate instructional programs for English Learners so that (1) districts are in compliance with state and federal mandates pertaining to the instruction of English Learners and (2) the program design provides for English acquisition and access to the core-curriculum by English Learners.

**Education**

- ◇ First Tier California Administrative Credential, University of the Pacific, Stockton, 1994
- ◇ Master's Degree in Curriculum and Instruction, Emphasis in Bilingual/Bicultural Education, University of the Pacific, Stockton, 1983
- ◇ Bilingual Specialist Credential, University of the Pacific, Stockton, 1983
- ◇ Secondary Teaching Credential, with authorization in Spanish and History, University of California at Berkeley, 1973
- ◇ Elementary Teaching Credential, UC Berkeley Extension, 1974
- ◇ Bachelor of Arts Degree in Spanish, Cal-State University at Hayward, 1971

**Experience: English Language Learners Program Design**

**Tracy High School**

**Tracy, CA**

- |   |                           |
|---|---------------------------|
| ◇ Coordinator of Services to English Learners                   | September 1983- June 2007 |
| ◇ English Language Department Chair                             | September 1986-June 2007  |
| ◇ California English Language Development Test Coordinator      | September 2000- June 2007 |
| ◇ Director of Pathways to Excellence Program Title VII Projects | September 1994- June 2001 |
| ◇ Director Pathways to Excellence Summer Programs               | June-July 1994-2001       |

**Program Design for English Learners Expertise**

- ◇ Acquired an in-depth understanding of the necessary components for successful instructional program design
- ◇ Designed *Pathways to Excellence*, a comprehensive secondary education instructional and support program for English Language Learners
- ◇ Designed instructional and support services for four successful Title VII Bilingual Education Grants in the areas of: Improved Math Achievement, High School Transition and Achievement, Improved English Achievement and School-to-Career,
- ◇ Managed EIA, Title I, Title 3 and Title 7 programs that received excellent evaluations by state and federal review teams
- ◇ Managed Economic Impact Aid, Title 1, Title 3 & Title VII funding

**Laura Alviso Hawkins**  
**Consultant: Programs for English Learners**

**Program Design for English Learners Expertise (Continued)**

- ◇ Acquired a thorough knowledge of California state requirements for the instruction of English Learners, and federal requirements under No Child Left Behind
- ◇ Applied knowledge of California State Standards for English Language Development in overseeing ELD curriculum development
- ◇ Experienced in compiling all necessary data for state and federal categorical program reports
- ◇ Gained and applied knowledge of computerized student data information programs: SASI & Aeries, as well as Microsoft Word and Excel
- ◇ Developed ELD courses that include International Baccalaureate Language B: English, Transitional English 3 & 4, and ELD CASHEE Prep

**Technical Writing Expertise**

- ◇ Co-authored successful Tracy High School California Distinguished School Grant, December, 2006
- ◇ Co-authored four Title VII Bilingual Education grants that resulted in over \$1,000,000 over an eight-year period
- ◇ Writing team member for four WASC accreditation self-review reports
- ◇ Wrote and compiled eight Coordinated Compliance Review Self-Reviews
- ◇ Assisted in writing the Tracy Unified School District Master Plan for Services to English Learners

**Teaching Experience**

- ◇ **English Language Development** **Tracy High School 1977-2007**  
All levels from Beginning to Advanced
- ◇ **Spanish for Native Speakers**
- ◇ **Bilingual American Government/Economics**

**6<sup>th</sup> Grade Bilingual Teacher**

**Jefferson Elementary School, Oakland  
1973-1977**

**Professional Development Trainer**

- ◇ Presenter AVID Write Path for English Language Development **October 2006 & June 2001**
- ◇ Various presentations to staff on topics related to English Learners
- ◇ Coordinated AVID summer content training for over 60 participants **June 2001**
- ◇ Developed staff development components of Title VII grants **1994-2000**