

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, April 23, 2013

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

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

AGENDA

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, C. Goodall, S. Harrison, 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 Administrative & Business Services:
3.1.1 Conference with Legal Counsel
Pending Litigation
<u>Gilbert v. TJUSD,</u>
SJ County Superior Court, No. 39-2009-00221843-CU-BT-STK

3.2 Educational Services
3.2.1 Finding of Fact #12-13/#61, 67, 68, 69, 70

3.3 Human Resources
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

6. Closed Session Issues:	Pg. No.
6a Finding of Fact #12-13/61, 67, 68, 69, 70	
Action: Motion ___; Second __. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
7. Approve Regular Minutes of March 26, 2013.	1-7
Action: Motion ___; Second __. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
8. Student Representative Reports: Kimball High: Brianna Pekari; Tracy High: Ivan Diaz; West High: Natasha Bartolome; Stein High: Justin Chapman-Varela;	
9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:	
9.1 Recognize and Congratulate the West High School Robotics Team for their 2012-13 Accomplishments	
9.2 Kimball High School Update	
9.3 Recognize the Outstanding Employees of the Spring Term for the 2012-13 School Year	8
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 yellow speaker's card).	
11. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.	
11.1 Administrative & Business Services:	
11.1.1 Receive Report on the Tracy Unified School District Social Media Implementation Plan	9-14
11.1.2 Receive Informational Report Regarding Measure E Bond Refunding	15
12. PUBLIC HEARING: None.	
13. Consent Items: 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. Action: Motion ___; Second __. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
13.1 Administrative & Business Services	
13.1.1 Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District	16-17
13.1.2 Approve Assembly, Service, Business and Food Vendors	18-24
13.1.3 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	25-26
13.1.4 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	27-28

	13.1.5	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	Pg. No. 29-30
13.2	Educational Services		
	13.2.1	Authorize the AVID Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Williams Middle School and Monte Vista Middle School for the 2013-14 School Year	31-62
	13.2.2	Approve Overnight Travel for the Kimball High School (KHS) advanced Drama Class and Cast Members of Jaguar Theatre Productions to attend the Disneyland Resort in Anaheim, CA for Performing Arts Professional Development from April 26-28, 2013	63
	13.2.3	Approve Overnight Travel for the Kimball High School (KHS) Junior State of America Club Members and Advisor to Participate in the Spring State Conference in Santa Clara, CA on April 26-28, 2013	64
	13.2.4	Approve Overnight Travel for the Tracy High School Track and Field Team Members to Participate in the California Interscholastic Federation Invitational in Los Angeles, CA on April 19-20, 2013	65
	13.2.5	Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 15, 2013	66-67
	13.2.6	Approve Overnight Travel for the Kimball High School (Kimball High School) Health Occupations Students of America (HOSA) Club Members to Participate in the National Leadership Conference in Nashville, Tennessee on June 25-30, 2013	68
	13.2.7	Ratify Overnight Travel for Tracy High School Science Olympiad Team to Attend the NorCal Science Olympiad State Finals in Tulare, CA on April 12 – 13, 2013	69
	13.2.8	Ratify Master Contract with Occupational Therapy for Children, NPA for the 2012-2013 School Year	70-72
13.3	Human Resources		
	13.3.1	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	73-74
	13.3.2	Approve Classified, Certificated and/or Management Employment	75-76
14.	Action Items: 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.		
14.1	Administrative & Business Services		
	14.1.2	Approve Change in Funding Source for the Tracy High School Baseball Fields Project at Monte Vista Middle School	77
	Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.2	Educational Services:		
	14.2.1	Adopt Revised Board Policy 5144.1, Suspension and Expulsion Process (First Reading)	78-85
	Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	

14.2.2 Acknowledge Revised Administrative Regulation 5144.1, Suspension and Expulsion Process (First Reading)

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** May 14, 2013
 - 17.2** May 28, 2013
 - 17.3** June 11, 2013
 - 17.4** June 25, 2013
- 18. Upcoming Events:**
- | | |
|-----------------------------|-------------------------------------|
| 18.1 May 27, 2013 | No School, Memorial Day |
| 18.2 June 1, 2013 | Graduation |
| 18.3 August 12, 2013 | First Day of School, 2013-14 |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, March 26, 2013**

- 5:30 PM:** President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:04 PM** President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Finding of Fact #12-13/60, 62, 64, 65, 66
Action: Lewis, Gouveia. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement #12-13/
Application for Reinstatement - #12-13/#33
Action: Vote: Yes-6; No-0; Absent-1(Vaughn)
- Employees Present:** J. Cardoza, C. Minter, B. Maslyar, F. Medina, C. Johannes, B. Maslyar, J. Anderson, D. Alfaro, J. Arnett
- Press:** None.
- Visitors Present:** P. Warwick, K. Kerr, V. Stewart, D. Staggs, J. Oliveri, K. Gonzales, J. Gonzales, S. Balsamo, L. Powers, C. Grant, M. Pike, A. Pike, R. Ransom, A. Johnson, N. Bartolome, A. Rios, B. Pekari, J & L Keogh, M. Paradiso, C. Howard, D. Ramirez, L. Antunez, L. & K. Tsirelas, T. Williams, M. Dhadiala, C. Hall, S. Hawkins, G. Bradley, C. Hawkins, K. Hearn
- Minutes:** **Approve Regular Minutes of March 12, 2013.**
Action: Guzman, Vaughn.
Vote: Yes-5; No-0; Absent-0; Abstain-2(Costa, Crandall)
- Student Rep Reports:** Poet-Christian School students presented a power point. They have a new sign in front of the school to help communicate events. Leadership class broadcast the daily announcements each morning. Academics are a top priority and they have many activities such as spelling bee, science camp, accelerated reader, family science nights, Excellent Eagle assemblies, and primary intervention program. The PTSA gives great support to the school and they are an active no-bullying zone. The school has many activities such as red ribbon activities, recycling program, moms and muffins and dads and donuts. One Saturday each year they work together for school beautification. The PTSA helps all year with fundraisers, Santa shop, PC bucks store, and family envelopes. The school also participates in Relay for Life and UNICEF. The students are excited that Art has come back to Poet Christian. PC wants students to feel safe and have a sense of being part of something bigger than themselves. Leadership class gives back to

school by volunteering with Kindergartners, helping 2nd graders take AR tests, 4th grade reading groups and TA for some 5th grades. Fun activities such as family movie night; after school dances, staff v. students' games; and dance performances at the Grand Theatre.

Kimball High: Brianna Pekari reported that in response to the recent threats, TUSD had a positive impact hosting a parent meeting on March 30th with over 300 parents attending and over \$1000 was collected from parents to offer a reward. Leadership will be planning an academic rally soon. Athletics announced a new varsity football coach, Matt Loggins. The wrestling team placed 11th out of 135 teams in the tournament. Spring sports are off to a good start. Students are reviewing for CSTs after break. Seniors are looking forward to their activities such as the pool party, field day and a guest speaker.

Tracy High: Michelle Andrade is here tonight in place of Ivan Diaz. Despite the threats the students continued to strive forward and are anticipating a fun spring break. Mock Trial did a great job and placed 6th out of 38 – the highest they've ever placed. Leadership will be hosting their annual special ed dance.

West High: Natasha Bartolome commented that the Sophomores recently concluded the CAHSEE testing. Softball is off to a great start and went 4-0 at the tournament last weekend. Leadership had an assembly where students watched a magic performer. West High has gone through many changes, including Mr. Brown being announced the interim principal last month. Students are excited for what he has in store for them. Spring break is right around the corner and students are looking forward to prom.

Stein High: Justin Chapman-Varela was unable to attend tonight.

North School students, Anthony Johnson and Juan Mariscal, along with "Leo the Lion" reported that they held their open house last Thursday. STAR testing is only a few weeks away. The Mayor Pro Tem has been invited to come to class at North School. Next month, students will begin preparing for their annual talent show. The Leadership class is planning teacher appreciation week and the girls basketball team has finished their season and the boys tea, are almost done.

Recognition & Presentations:

9.1 DR/Willow School Update

Director of Career & Technical Education and Adult Ed, Dave Pickering, presented a power point. Their goal is to assist at-risk students in overcoming academic and behavioral concerns. Since they are so small they don't have a specific EL program. Willow is for students who have been expelled. If credits are needed, the students are placed in credit recovery and given counseling. Duncan Russell is for credit recovery for juniors and seniors. The district contracts with Roosevelt High School to use Cyber High. Students are recommended by their counselors and remain until they have earned enough credits to move on to Stein or their former high school. They have small learning communities; low student teacher ratios 20-1 or less; and a bilingual para for help. Online learning programs and one-to-one counseling are available for academic, social and behavioral needs.

9.2 Stein High School Update

Principal, Cynthia Johannes, introduced designated assistant principal, Jeff Arnett, who presented a power point. They currently have 45 EL students out of 71. The EL population has grown and it is difficult to monitor yearly progress or consistently measure progress. There is little parent involvement in school programs. Staff identifies EL students and communicates ability levels; teachers identify EL as focus students and they communicate progress and concerns in staff meetings. They must score a C or better in all subjects. In Math and ELA, individualized plans are created for all long term EL students. They use strategies such as consistent use of non linguistic Realia to support content standards ; use of graphic organizers and color coding to organize and structure information in a visually meaningful way; academic language support embedded within the lesson; and formative assessments. To help get parents involved they are encouraged to attend back to school nights and a FAFSA workshop was held in both English and Spanish. In the future they will continue to focus on academic language and writing; explore assessments for enrollment; develop an “inhouse” EL coordinator; encourage and support teachers to attend seminars and workshops; and build an outreach effort to gain more parent support.

Trustee Gouveia requested a report on Adult School.

Hearing of Delegations

None.

Information & Discussion Items:

11.1 Administrative & Business Services:

11.1.1 Receive Report from Tracy Unified School District Staff and Tracy Learning Center Board of Trustees

President of the TLC Board, Patty Warwick, introduced George Hepner, the Director of Facilities to present photo slides of various concerns that have at their site. TLC moved to the Clover site in July of 2006. In 2008, TUSD presented a schedule for improvements. Mr. Hepner showed pictures of campus issues such as flooding, poor drainage, stucco damage, and damaged door jams. There is no irrigation except for the main field so they have to be hand watered. They also showed pictures of plumbing issues, water leaks, sports fields, kitchen and storage areas. The multi-purpose room has no air and an inadequate heater.

A short video was shown regarding Proposition 39 which stated that districts were required to provide charters with facilities.

Vice-president of the TLC Board, Mike Souza, commented that they have tried for many years to try to get a plan to help their facilities. At the last meeting between TLC and TUSD, they were asked many questions and are in the process of getting the correct answers from consultants.

Mr. Souza stated that the district is holding \$2 million dollars for charter schools and they want to find out how they can use those funds. TLC has paid rent in the amount of \$524,000 and in addition has put in \$300,000 of their own money. The current facility use agreement is being negotiated, however they paid their rent payment in October and are asking TUSD to put that into deferred maintenance.

Parent, Jeanette Oliveri, has 2 students at TLC. Her children appreciate the learning environment. She asked the TUSD board to please keep in mind what the TLC board is offering.

Parents, Rodesia Ransom and Christina Gonzales passed as their statements were previously made.

Associated Superintendent for Business Services, Dr. Casey Goodall, then presented a power point which reviewed that Prop 39 requires TUSD provide reasonably equivalent facilities to the charter school. Pending the passage of the Governor's budget proposal, it will be the responsibility of each entity to designate their general fund dollars for deferred maintenance projects.

TLC has paid \$84,541 in annual rent for the past 10 years. The District is not obligated to spend this rent fee or any general fund dollars on charter facilities. This is the major part of the conflict between TLC and TUSD. Both TLC and TUSD receive state operating funds from dollars for routine maintenance.

Since 2009, the state discontinued provided funds designated for deferred maintenance projects. All TUSD maintenance projects since that time have been funded from general fund operating dollars.

From 2003 to the present, 2% earnings of TLC rental paid to the district has been \$845,409. TUSD has paid \$2.2 million in expenditures for the charter school. Since 2003-04 TUSD has purchased furniture, music room, fire alarm, added 2 restrooms, re-carpeted rooms 21 and 23, administration and break room, and refinished the gym floor. In 2004-05, four mobile temporary modulares were placed at the site which were later replaced with 10 state relocatables in exchange for 2 years' rent. In 2007-08 those same 10 were purchased for \$129,162. In 2008-09 the district paid \$93,815 in sewer line and plumbing repairs and purchased 3 temporary relocatables. In 2009-10 new roofing was placed on all permanent buildings ceiling in administration corridor. The district also paid CEQA consultant fees of \$5,314. In 2006-07 to 2011-12 various projects were completed including plumbing, asphalt, HVAC for a cost of \$108,253 which was done by TUSD maintenance staff. The total expenditures that the district has paid on behalf of TLC is \$2,194,170.

Dr. Goodall then reviewed the next steps. TLC has requested that the terms of the Facility Use Agreement state that an amount equal to the

facility rent fees paid to the district each year be used by TLC for deferred maintenance on the TLC facility. The typical length of the FUA is 3 years. TLC will be contracting with a consultant to formulate a master plan for improved facilities under Prop 39 regulations. We need to receive the completed master plan, approve the MOU and FUA.

We hope to have a plan that both the district and TLC can see as a solution to the problem. The FUA would include something in it that would show how the dollars would be spent for 2013-14.

Trustee Guzman commented that it sounds like the committee that met with TLC should be meeting with Casey in an effort to complete the MOU.

Ms. Warwick commented that the current FUA is not in place yet. TLC has approved it and sent it to TUSD.

Mr. Souza wants to keep the master plan separate from the FUA so that they can start right now on deferred maintenance. It will take a long time for the master plan. He also commented on the question of the \$2 million from bond money. Dr. Goodall commented that the bond addressed older repairs to the district including the Clover site. He is getting a legal opinion on that.

Trustee Lewis commented that it sounds like our board needs to provide direction on the FUA, MOU and \$2 million term. Then somewhere down the road listen to presentations on their long term plan.

Public Hearing: 12.1 **Public Hearing:** None.

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

13.1 Administrative & Business Services:

13.1.1 Authorize the Director of Food Services to Solicit Bids for Food and Non-- Food Items for the 2013/2014 School Year

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

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

13.1.4 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District

13.2 Educational Services:

13.2.1 Approve Revised North School Plan for the Remainder of the 2012-13 School Year

13.2.2 Ratify Agreement for Special Contract Services with Soul Shoppe to Provide Seven, One Day Workshop Sessions for Students, a One Day

- 13.2.3 Meeting for Parents and a One Day Staff In-Service Training
Approve Funding and Overnight Travel for the West High Robotics Team to Compete in the VEX World Championship at the Anaheim Convention Center in Anaheim, CA from April 17-21, 2013
- 13.2.4 Approve Overnight Travel for West High School Track Team to Attend the Arcadia Invitational Track Meet in Arcadia, California, April 4-7, 2013
- 13.2.5 Approve Agreement for Special Contract Services with Capital World Language Project for the April 20, 2013 Buy Back Day

13.3 Human Resources:

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services: None.

- 14.1.1 Adopt Board Policy 1114, District-Sponsored Social Media (Second Reading)

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

- 14.1.2 Acknowledge Administrative Regulation 1114, District-Sponsored Social Media (Second Reading)

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

- 14.1.3 Adopt Resolution No. 12-22 to Excuse Meeting Absence of Board Member.

Action: Lewis, Vaughn. **Vote:** Yes-6; No-0; Abstain-1(Costa)

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1 Acknowledge Receipt of CSEA's Sunshine Proposal for the 2013-2014 School Year

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

Board Reports:

Trustee Lewis passed. Trustee Costa attended the informational meeting at Kimball High last week. The district administration and high school did an excellent job providing information and listening to the concerns of the parents. It was a stressful couple of weeks. We have a professional group of people that work in the district. They kept the board and parents updated and they kept very calm. It was a learning experience for all of us and sure there are things already that have improved. She then showed a picture of the Kimball High cheer squad who received won 1st place in their competition. Trustee Gouveia attended the parent meeting at Kimball and it was very informative. He thanked Bobbie and Jessica for their information. He also commented that we need to recognize the hard work and achievement of the Tracy High Acadec team at state level and also wished good luck to the Robotics team at West High. The Lions Club had dinner last week and the proceeds will go to scholarships for TUSD. The Tracy Latin Athletic Club has an annual breakfast which will also go to students for scholarships. It will be held at the Tracy Community Center. He hopes everyone has a great break. Trustee Guzman gave kudos to the communications team, district staff and administration who all did a great job during the threats last week.

Trustee Crandall happened to show up during one of the evacuation days. It was very busy, but controlled. He thanked everyone for the late hours. He noted that even if these things start as prank, the one you don't investigate is the one that will be real. Tracy was not the only district affected as there were several others in the Bay Area. He reminded students who think it's funny, that the parents are on the hook financially. Everyone is missing out and the school year may be extended. He gave kudos to the district, Tracy Police and all those parents for being as understanding as possible. Trustee Vaughn attended the band concert sponsored by TLC at the Grand Theatre. It was a very nice event. He wished everyone a happy spring break. Trustee Silva came in on Wednesday on the first evacuation event. It was controlled chaos and he was very impressed on how well everyone was dealing with it. He thanked everyone for all that they did. In one sense it was impressive and yet frustrating to see all the resources and efforts it took. Dr. Goodall also mentioned that Paul Hall was on site each time and in communication with the district crisis team. Trustee Crandall also thanked technology for the cameras which helped in identifying the culprits.

**Superintendent
Report:**

Dr. Franco commented that staff is to be complimented for making sure all students were safe. The information from the Kimball High parent meeting has been uploaded to our websites. TUSD staff met with the police department today who will be joining our safety committee meetings on the third Wednesdays of each month @ 5:30 p.m. Tomorrow night at 7:00 p.m. is the all district music concert.

8:45 p.m.

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: April 5, 2013
SUBJECT: Recognize the Outstanding Employees of the Spring Term for the 2012-13 School Year

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections. This is the 29th year the District has been recognizing outstanding employees.

RATIONALE: The employees who are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

This agenda item meets District Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: N/A

RECOMMENDATION: Recognize Hansa Trisri (K-5) and Louise Geisenhofer (9-12) as Outstanding Classified Employees; Laura Moore (K-5), Andrew Johnson (6-8), and Thomas Haim (9-12) as Outstanding Certificated Employees; and Jessica Cardoza as Outstanding Management Employee for the Spring Term of the 2012-2013 school year.

Prepared by: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Trustees
FROM: Dr. James Franco, Superintendent
DATE: April 11, 2013
SUBJECT: Receive Report on the Tracy Unified School District Social Media Implementation Plan

BACKGROUND: The Tracy Unified School District has a business need to augment traditional communication methods with the use of social media channels. This need primarily stems from public demand and the rapid growth of social media use by other local, state and federal government entities as an indication that social media can be used effectively to enhance constituent communications. The use of social media presents opportunity and risk to individual schools and departments, as well as the District as a whole. In general, the District supports the use of social media technology to enhance communication, collaboration and information exchange to meet business mission and goals.

This document establishes the implementation of the district-wide use of social media with the creation of district and school site Facebook and Twitter accounts, along with the adoption/acknowledgement of TUSD BP /AR 1114 intended to mitigate associated risks from use of this technology where possible. Shall the District change its direction on social media use, this plan and the aforementioned BP/AR will be revised and district/school site social media activity shall be adjusted accordingly.

RATIONALE: The Governing Board recognizes the value of technology such as social media platforms in promoting community involvement and collaboration. The purpose of any official district social media platform shall be to further the district's vision and mission, support student learning and staff professional development, and enhance communication with students, parents/guardians, staff, and community members.

FUNDING: None

RECOMMENDATION: Receive Report on the Tracy Unified School District Social Media Implementation Plan

Prepared by: Jessica Cardoza, Communications Specialist



**Tracy Unified School District
Social Media Implementation Plan
April 2013**

I. PURPOSE

The Tracy Unified School District (TUSD) has a business need to augment traditional communication methods with the use of social media channels. This need primarily stems from public demand and the rapid growth of social media use by other local, state and federal government entities as an indication that social media can be used effectively to enhance constituent communications. The use of social media presents opportunity and risk to individual schools and departments, as well as the District as a whole. In general, the District supports the use of social media technology to enhance communication, collaboration and information exchange to meet business mission and goals.

This document establishes the implementation of the district-wide use of social media with the creation of district and school site Facebook and Twitter accounts, along with the adoption/acknowledgement of TUSD BP /AR 1114 intended to mitigate associated risks from use of this technology where possible. Shall the District change its direction on social media use, this plan and the aforementioned BP/AR will be revised and district/school site social media activity shall be adjusted accordingly.

II. APPLICABILITY

This policy applies to all TUSD employees and approved volunteers, consultants, service providers and contractors performing business on behalf of a District school/department. Schools/Departments using social media technology prior to the implementation of the District's Social Media Use Policy shall rename/delete their accounts so as to achieve full policy compliance within 60 days of the launch date of the District-sponsored social media account.

III. RESPONSIBILITY

TUSD's District-Sponsored Social Media BP/AR 1114 were approved/acknowledged by the TUSD Board of Education on March 26, 2013.

The Superintendent, or his designee, is responsible for facilitating BP/AR 1114 in compliance with established Board rules and protocols. This includes responsibility to audit school/department use of social media and enforce policy compliance.

IV. POLICY

1. Use of social media technology shall conform to the policies, protocols and procedures contained, or referenced in BP/AR 1114.
2. Access to social media networks from within the District's ISET infrastructure is limited to designated individuals performing official District and/or school site business to post and/or approve posts on social media sites.
3. Site Administrators are responsible for determining who is authorized to use social media on behalf of the school, and for designating appropriate access levels.
4. The District and its schools shall only utilize the two District-approved social media networks (**Facebook and Twitter**) for hosting official District social media sites.
5. The District and its schools are responsible for establishing and maintaining content posted to their social media sites and shall require approval prior to accepting public comments in order to prevent inappropriate or technically harmful information and links.
6. All social media sites shall be monitored regularly by the Superintendent and/or designee, and prompt corrective action shall be taken when an issue arises that places, or has potential to place, the District at risk.

V. PROCEDURES

1. Access to Social Media Networks

Access to social media networks from within the District's network infrastructure is limited to individuals performing official District business and to schools/departments with permissions from school and/or District administration.

- 1.1. District computers, laptops and mobile devices used to access social media sites shall have up-to-date software to protect against destructive technical incidents, including but may not be limited to, cyber, virus and spyware/adware attacks.
- 1.2. District ISET shall make a diligent effort to provide authorized users access to District approved social media web sites.
- 1.3. District official social media websites shall not contain automatic feeds to inappropriate content and/or links.

2. Authorized Use

District and Site Administrators, or designees, are responsible for determining who is authorized to use social media on behalf of the District/school, and for designating appropriate access levels (ability to post and/or approve posts, photographs, videos, etc.).

- 2.1. Social media network access shall be limited only to those designated by the Superintendent or Site Administrators.
- 2.2. Only the Superintendent's designees shall have permission to create, publish or comment on behalf of the District as a whole.
- 2.3. Authorized users shall be provided a copy of the District's District-Sponsored Social Media Board Policy and Administrative Regulation.

3. Site Content

The District and its schools are responsible for establishing and maintaining content posted to their social media sites and shall have systems in place for posting approval in order to prevent inappropriate or technically harmful information and links.

3.1. As is the case for TUSD web sites, schools/departments are responsible for the content and upkeep of their social media sites.

3.2. District websites shall remain the primary and predominant source for information.

3.3. Social media content shall fully comply with the District's AUA and Use of Technology BPs and ARs, etc.

3.4. Information and comments shared through social media channels shall fully comply with BP/AR 1114 and shall not disclose confidential or proprietary information.

3.5. Sharing or posting content owned by others shall be performed in accordance with copyright, fair use and established laws pertaining to materials owned by others. This includes, but is not limited to, quotes, images, documents, links, etc.

3.6. All social media sites should provide this clear statement so that the public is aware of the limited nature of the discussion and that inappropriate posts are subject to removal:

TUSD Social Media Disclaimer

Tracy Unified School District Social Media Pages are produced and maintained by the Tracy Unified School District staff. Links to other Internet sites should not be construed as an endorsement of the views contained therein.

Tracy Unified School District:

- Does not control or guarantee the accuracy, relevance, timeliness or completeness of information contained on a linked website.*
- Does not endorse the organizations sponsoring linked websites, nor does the District endorse or recommend the products/services they offer. Views and comments expressed on the site are those of the users and do not necessarily reflect the views of the District.*
- Cannot and does not authorize the use of copyrighted materials contained in linked websites. Users must request such authorization from the sponsor of the linked website.*
- Cannot be responsible for damage caused by "worms" or "viruses" spread through the Social Media pages including loss of data, identity theft or damage to computer systems. Users are responsible for maintaining appropriate virus protection and following safe computing practices.*

The Tracy Unified School District Social Media Pages are regularly monitored and any inappropriate post will be promptly removed. Inappropriate posts include those that:

- Are obscene, libelous, or so incite students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of school rules, or substantial disruption of the school's orderly operation.*
- Are not related to the stated purpose of the site, including, but not limited to, comments of a commercial nature, political activity, and comments that constitute discrimination or harassment.*

*We expect that participants will treat each other with respect. Posted comments that contain vulgar or abusive language; pornography; personal attacks of any kind; offensive terms that target specific ethnic or racial groups or incite violence violate Board Policies BP1114 and/or BP5129 and may result in disciplinary action **even if these offenses did not occur on school grounds or during school hours.** We will delete offensive comments including those that are*

spam, are clearly “off topic” or that promote services or products. Comments that make unsupported accusations will be taken out of the discussion.

- The use of vulgar, offensive, threatening or harassing language is prohibited.*
- The discussion forum is not open to comments promoting or opposing any person campaigning for election to a political office or promoting or opposing any ballot proposition.*
- The Tracy Unified School District Facebook and Twitter accounts are not open to the promotion or advertisement of a business or commercial transaction.*

Users are hereby notified that they are fully responsible for the content they load to the Tracy Unified School District Social Media Pages. The District is not responsible for the content of external online platforms. The user is responsible for all copyright and intellectual property laws associated with this content.

3.10. Content of an emergency/crisis nature may be posted on one, several or all of the District's social media platforms by the Superintendent's designees, when Superintendent's designees, the District's Emergency Response Plan is enacted.

4. User Behavior

The same standards, principles and guidelines (BP/AR 1114) that apply to TUSD employees in the performance of their assigned duties apply to employee social media technology use.

4.1. District workforce members authorized to use social media technology shall do so only within the scope defined by their respective school/department in compliance with all District policies, practices and use agreements. Updates to personal social media accounts are not allowed.

4.2. Authorized social network spokespersons participating in personal social networking discussions related to District business matters shall indicate that viewpoints are personal and may not reflect District opinion.

4.3. Employees shall obey all laws of the city, state and federal government when using social media.

5. Records Management

District/school use of social media shall be documented and maintained in an easily accessible format that tracks account information and preserves items that may be considered a record subject to disclosure under the California's Public Records Act or required to be retained pursuant to the Government Code.

5.1. All social media accounts will be created by the Superintendent's designee. Social media account deactivation will also be the responsibility of the Superintendent's designee.

5.2. Account password information shall only be shared with authorized staff that has been designated by the District/Site Administrator, or designee, to fulfill the role of site account administrator.

5.3. Passwords shall conform to District complex password requirements when permissible.

5.4. Account password shall promptly be reset when an employee is removed as an account administrator.

5.5. The Superintendent's designee shall maintain a record of social media sites created for District use, including, but may not be limited to:

5.5.1. A log file containing the name of the social media network, account id, passwords, registered email address, date established and authorizing representative(s).

5.5.2. A list of authorized site content authors and editors.

5.3. Electronic information posted to a social media site by the District, or a member of the public if permitted, may be considered a record subject to California's Public Record Act.

5.3.1. The Superintendent's designee, or designee, is responsible for responding completely and accurately to any public records request for public records on social media.

6. Site Monitoring

District/school social media sites shall be monitored regularly and prompt corrective action shall be taken when an issue arises that places, or has potential to place, the District at risk.

6.1. School/Department social media site administrators shall review site activity and content daily for exploitation or misuse.

6.2. School/Departments that allow the public to post comments, links or material directly onto their social media sites shall have an established approval process to verify that postings meet the rules established under policies. Posts deemed inappropriate shall be removed.

6.3. Perceived or known compromises to the District's network infrastructure shall be promptly reported to the District's ISET Director.

VI. TIMELINE

The proposed timeline is as follows:

March 12, 2013: BP/AR 1114 First Reading and District External Communications Report

March 26, 2013: BP/AR 1114 Second Reading and Adoption/Acknowledgement

April 23, 2013: Implementation Plan Report

April-May 2013: Creation of all TUSD Facebook and Twitter accounts

May-June, 2013: Staff Training

July 1, 2013: Official launch of all TUSD Facebook and Twitter accounts

VII. RELATED REFERENCES

1. BP/AR 1114 DISTRICT SPONSORED SOCIAL MEDIA

2. TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)

NETWORK AND COMPUTER RELATED RESOURCES (Based on BP/AR 4040 and BP/AR 6163.4)



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: April 12, 2013
SUBJECT: Receive Informational Report Regarding Measure E Bond Refunding

BACKGROUND: On February 14, 2006, the Board of Trustees adopted a resolution ordering an election, requesting that voters authorize the issuance of school bonds on the ballot held on June 6, 2006 election. The Proposition 39 measure was for the purpose of raising money for the acquisition and improvement of real property and required a 55% approval from voters. Voters within Tracy Unified School District passed Measure E on June 6, 2006, providing TUSD with authorization to issue \$51 million in bonds. The first series of bonds (Series 2006) for \$14 million was issued in August 2006. The second series of bonds (Series 2007), in the amount of \$20 million was issued in November 2007. The third series of bonds (Series 2008), in the amount of \$17 million was issued in August 2008.

RATIONALE: Municipal bond interest rates are currently near all-time lows. At current market interest rates, substantial savings can be realized by refinancing both the Series 2006 Bonds and the Series 2007 Bonds, thereby reducing annual debt service payments and reducing the tax levy on property owners. Both the Series 2006 Bonds, currently outstanding in the amount of \$10,570,000 and the Series 2007 Bonds, currently outstanding in the amount of \$19,015,000 meet the criteria to be refinanced with savings. The estimated savings from refunding the Series 2006 Bonds is approximately \$1,425,000 and the savings on the Series 2007 Bonds is estimated to be \$1,767,000. The total savings to the taxpayer over the repayment term is expected to be over \$3 million.

FUNDING: N/A

RECOMMENDATION: Receive Informational Report Regarding Measure E Bond Refunding

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 23, 2013
SUBJECT: Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.

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

Kelly School:

1. Tracy Unified School District/Kelly School: From the Kelly School Parent Teacher Organization in the amount of \$850.00 (ck. #1317). This donation will be used to pay for Brain Pop software.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From ICS, Inc. in the amount of \$500.00 (ck. #44204). This donation is being applied towards the IDC Scholarship for the 2012-2013 school year.
2. Tracy Unified School District/Tracy High School: From Garth and Donna Mellick in the amount of \$500.00 (ck. #8322). This donation will benefit the Tracy High Baseball teams.
3. Tracy Unified School District/Tracy High School: From Amanda Preston-Nelson in the amount of \$500.00 (ck. #1001). This donation is being applied towards the Future Farmers of America Scholarship for the 2012-2013 school year.

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

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through

the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: April 12, 2013
SUBJECT: Approve Assembly, Service, Business and Food Vendors

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, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors 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.

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Assembly, Service, Business and Food Vendors

PREPARED BY: Cindy Everhart, Facility Use Secretary

Date Board Approved	Vendor Name	Insurance Expires
SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS UNDER FOOD VENDOR BELOW!		
↓ADDING APPROVED VENDOR↓		
	Steve Southard-Motivational Speaker, leadership trainer, curriculum specialist. 533-4390, stevesouthard1@gmail.com, www.stevesouthard1.com	9/10/2013
	Jose Luis Orozco - Bilingual children's author, educator and recording artist. (310) 659-7400, info@joseluisorozco.com, www.joseluisorozco.com	7/30/2013
	SJ Child Abuse Prevention Council, Lindy Turner-Hardin, 464-4524, lturner@nochildabuse.org, www.nochildabuse.org	7/1/2013
	Music Systems, Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music-systems.com	3/27/2014
	Rick Sullivan, Lenard "The Kyd" Jackson teenage comedian. (510) 228-7038, ugotjokes@comcast.net, www.ugotjokes.net	5/1/2014
↓ APPROVED LIST BELOW BY EXPIRATION DATE↓		
5/8/12	Jester Games - Diablo presentation. Roxanne Lynch - 310-613-0331. Roxanne@thediablofest.com. www.thediablofest.com	4/25/2013

Date Board Approved	Vendor Name	Insurance Expires
8/28/12	Shows that Teach - Mark Beckwith, 800-909-0024, mark@showsthatteach.com, www.showsthatteach.com. Variety of artistic stage productions on subjects such as character education, music history, reading motivation, fine arts, environmental conservation, red ribbon, water science, the holidays, inventors, character and anti-bullying.	4/25/2013
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2013
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	5/1/2013
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2013
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2013
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2013
8/28/07	Horizon Intertaiment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2013
9/11/12	Camfel Productions- A Multi Media Production. Veronica Loya, 626-960-6922, veronica@camfel.com. www.camfel.com	6/1/2013
2/14/12	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com	6/1/2013
2/14/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero, 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2013

Date Board Approved	Vendor Name	Insurance Expires
11/8/11	Sounds in Motion - DJ & Sound Services. George or Jason 522-5999, soundsinmotion@msn.com, www.soundsinmotiondj.com	6/15/2013
12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842- 1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2013
9/25/2012	SOS Entertainment - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com	6/25/2013
3/8/11	Dr. Andrew Troisen, DDS. 833-1240	7/1/2013
4/12/11	Marquis Entertainment - DJ (209) 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	8/1/2013
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832- 1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2013
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2013
2/26/13	Media Fusion Studios, Video Production, Nick Xanttopulos, 957-4021, nick@mediafusionstudios.com, www.mediafusionstudios.com	8/22/2013
9/11/12	Audio Tech - DJ Services. David Mendez-609-6012, djdavies81@yahoo.com, Rod Riley-499-2517322-3047, rodriley21@yahoo.com	8/24/2013
8/14/12	Elite T-Shirt Printing - Dina 640-1918 or dina@elitetshirtprinting.com	8/24/2013
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/20/2013
6/12/12	Feet First Eventertainment-DJ Service, Amy Wu 510-601- 0600, info@feetfirstevents.com	10/12/2013

Date Board Approved	Vendor Name	Insurance Expires
8/28/12	One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues- 925-437-3574. www.odatec.org	10/30/2013
3/8/11	Peacemakers - Paul Hall -phall@tusd.net or Kevin James - kev4jam@sbcglobal.net	11/1/2013
2/12/13	Dataworks-No Parent Left Behind Parent Program. Parents as teachers, motivations and academic performance, home environment and homework assistance. Maria Cuadra - 800-495-1550, maria@dataworks-ed.com or info@dataworks-ed.com	11/25/2013
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2013
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www. Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2014
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www:gicgraphicwear.com, 723-9817	1/9/2014
3/12/13	Entourage Events SF - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook	1/18/2014
5/8/12	International Printing Museum- Mark Barbour. 310-515-7166, mail@printmuseum.org, www.printmuseum.org	1/30/2014
8/25/09	Soul Shoppe - Vicki Abadesco, Phone: 510-338-3231, info@soulshoppe.com, support@soulshoppe.com. www.soulshoppe.com	2/1/2014
11/13/07	Ancient Artifacts- Social studies Gold Rush presentations. Lourdes Schallock-916-799-0321, info@ancientartifacts.biz, www.ancientartifacts.biz NO GUN SHOW ALLOWED!!!!!!	2/5/2014

Date Board Approved	Vendor Name	Insurance Expires
2/26/13	Elite Entertainment Professional DJ Services, Greg Wallace, 952-3548, elitedj@aol.com, www.elitedj4u.com	2/15/2014
5/8/12	Rhythm Magic-education music program, Michael Bayard, (916) 683-2575, bayard@rhythmmagic.com, www.rhythmmagic.com	3/28/2014
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
5/8/12	Dairy Council of CA Mobile Dairy Classroom, Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1

Date Board Approved	Vendor Name	Insurance Expires
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not		
OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place		
↓ APPROVED FOOD VENDORS ↓		
11/12/13	Menchie's Frozen Yogurt, Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/13



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 15, 2013
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: Kontraband Interdiction & Detection Services, Inc.
Site: District Wide
Item: Addendum to the 12/13 FY Agreement
Services: Substance awareness, consulting and detection services.
Cost: Up to an additional 10 half day visits at \$186.50, in addition to the
24 full day visits at \$373.00.
Project Funding: General Fund

B. Vendor: A.M. Stephens Construction Company, Inc.
Site: Kimball High School
Item: Agreement
Services: Installation of a 4" Irrigation Main Line to complete the connection
of the irrigation system in the stadium at Kimball High School.
Cost: \$16,850.00
Project Funding: Developer/Mitigation Fund

C. Vendor: Palmer Hamilton, LLC
Site: West High School
Item: Piggyback Contract
Services: Vendor to redesign and install serving area in the West High
School Cafeteria. Contract/Quotation is based upon the Glendale
Unified School District Piggyback Bid No. P-16 09/10.
Cost: \$57,868.20
Project Funding: Food Services Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 23, 2013
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: KNN Public Finance
Site: Measure E
Item: Agreement - Ratify
Services: Consultant to prepare and submit the Continuing Disclosure Annual Report to the Nationally Recognized Municipal Securities Information Repositories.
Cost: \$1,500.00
Project Funding: Measure E Bond Funds

B. Vendor: Roebbelen Contracting, Inc.
Site: Tracy High School Stadium and Improvement Project
Item: Change Order # 4
Services: Scope of work documented on the change order summary.
Cost: \$4,873.00 increase to contingency allowance previously included in contract.
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF) Savings

C. Vendor: Virginia Mechanical, Inc.
Site: Tracy High School Stadium and Improvement Project
Item: Proposal - Ratify
Services: Contractor to remove and re-install new gutters on (5) modular classrooms.
Cost: \$5,960.00.
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF) Savings



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 23, 2013
SUBJECT: Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor:	KNN Public Finance
Site:	Measure S
Item:	Agreement - Ratify
Services:	Consultant to prepare and submit the Continuing Disclosure Annual Report to the Nationally Recognized Municipal Securities Information Repositories.
Cost:	\$1,500.00
Project Funding:	Measure S Bond Funds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 8, 2013
SUBJECT: Authorize the AVID Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Williams Middle School and Monte Vista Middle School for the 2013-14 School Year.

BACKGROUND: Tracy Unified School District has implemented AVID since 2002 which initially provided a state grant but in subsequent years this funding support was replaced with District categorical dollars. Programmatic support and assistance for AVID were provided through San Joaquin County Office of Education. This funding was eliminated in January 2013. As a result, each school district must contract for services with AVID Center, a California non-profit corporation. Tracy Unified School District has six AVID member schools: Kimball High School, Tracy High School, West High School, Kelly School, Monte Vista Middle School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: To implement the AVID program, Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school site offering the AVID program. Membership includes a license to use the AVID Trademarks to promote the implementation of AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials. Implementation of the AVID program will meet Tracy Unified School District Strategic Goal #1: Prepare all students for college and careers; District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #6: Develop and support a high performing workforce; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Funding Not to Exceed: \$20,310.00. EIA funds for AVID will continue to be provided to support implementation of the AVID program.

RECOMMENDATION: Authorize the AVID Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Williams Middle School and Monte Vista Middle School for the 2013-14 School Year.

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources

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 AVID 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: Please see AVID Implementation Agreement
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (365) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ \$3,385.00 per School Site, not to exceed a total of \$ 20,310.00. 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 \$ N/A for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON SIGNING IMPLEMENTATION AGREEMENT 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, 2013, and shall terminate on June 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Jill Carter at (209)830-3200 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)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Linda Dopp
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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AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the school system named in Attachment A ("School System").

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on service to schools to ensure the quality implementation of the AVID College Readiness System; national leadership in education; and innovation through current research.

1.2 AVID Membership:

"AVID Members" or "AVID Member School Sites" are those School Sites listed in Attachment A as implementing one or more AVID programs—Elementary and/or Secondary—and with a Site Status of either "New" or "Existing". Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID Members and are not eligible for membership.

1.3 AVID College Readiness System and Materials:

School System is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed in Attachment A, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Agreement.

Sections with "Secondary" or "District Director" in the header title herein will only apply if Secondary is listed in any AVID Member School Site's Program Name on Attachment A. Sections with "Elementary" or "Elementary Liaison" in the header title herein will only apply if Elementary is listed in any AVID Member School Site's Program Name on Attachment A.

1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System for its Secondary AVID Member School Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for School System and Member School Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- coordination with School System's District Director to collect, report, and analyze data from School System and Member School Sites;
- review the quality of implementation through the Certification process;
- access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- an AVID yearbook and ACCESS academic journals for School System and each Member School Site listed in Attachment A as implementing the Secondary Program; and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System for its Elementary AVID Member School Sites through the Elementary Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- access to training for the AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- coordination with School System's Elementary Liaison to collect, report, and analyze data from Member School Sites;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Elementary program; and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

AVID Center agrees to provide School System and its listed AVID Member School Sites access to AVID Summer Institute. School System and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote the Member School Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in School System's AVID program according to the pricing schedule set forth in Attachment A.

Article II. School System Responsibilities

2.1 AVID Secondary Methodology:

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID Member School Sites' compliance with this Agreement.

2.1a AVID Elementary Methodology:

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the School System and its AVID Member School Sites via the MyAVID portal.

2.2a AVID Elementary Student Selection:

AVID Elementary serves all students of the AVID Member School Sites listed on Attachment A as implementing the Elementary program and does not require a student selection process.

2.3 AVID Secondary Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Learning Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.3a AVID Elementary Qualified Staff:

School System agrees to maintain, at its expense, at least one Elementary Liaison. AVID Center recommends that the School System maintains one Elementary Liaison for every 10-15 AVID Member School Sites implementing the AVID Elementary program. The Elementary Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID Elementary Leadership Training. School System also agrees to pay the AVID Elementary Leadership training, materials, and support cost ("Elementary Liaison Professional Learning Services Price") set forth in Attachment A. AVID Elementary Liaison responsibilities are listed in Article III below and include providing AVID Member School Sites implementing the AVID Elementary program with on-site support, articulation and data collection as it relates to AVID Elementary.

2.4 AVID Secondary Staff Training:

School System agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID District Director may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates--"Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. School System Professional Learning: School System agrees to conduct AVID professional learning for AVID Member School Sites in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

2.4a AVID Elementary Staff Training:

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams.

A. AVID Summer Institute: All AVID Member School Sites in Year 1 or Year 2 of implementing the AVID Elementary program will send a minimum of four (4) members to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary Liaison may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates, "Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. AVID Elementary Coaching Package: School Systems that have AVID Member School Sites in Year 1 and/or Year 2 of implementation of the AVID Elementary program will be required to schedule an AVID Elementary Coaching Package. This package of two (2) consecutive on-site days allows for individualized coaching to address unique needs of each district and Elementary Liaison. AVID Center will work with the Elementary Liaison to schedule the days. The School System may request additional days at the rate of \$1,800.00 per day.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Elementary, Middle Level, High School—consists of a set of AVID publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member School Site implementing the Secondary program and listed as “new” in Attachment A prior to each AVID Member School Site’s initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Secondary libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Elementary Implementation Library for each AVID Member School Site implementing the Elementary program and listed as “new” in Attachment A prior to each AVID Member School site’s initial implementation of AVID. Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Implementation Libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Elementary and for which the materials were originally purchased. AVID Elementary Implementation Libraries are non-transferable. School System and its AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6c Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, if conditions of Article VII herein are fulfilled, and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflect the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article III. AVID District Director (Secondary) and/or Elementary Liaison

3.1 Role of the AVID District Director (Secondary):

In order to disseminate the AVID Secondary program effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for the AVID Secondary program within School System. These individuals accept responsibility for ensuring the implementation of the AVID Secondary program according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID Member School Sites and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and professional learning to the AVID College Readiness System and coordinators.

3.1a Role of the AVID Elementary Liaison:

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary Liaisons. The primary role of the Elementary Liaison is to coordinate support and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Essentials and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary implementation. Elementary Liaisons attend four (4) sequential AVID Elementary Leadership trainings throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about AVID's online resources, data collection, certification, and continued professional learning. Elementary Liaisons attend the Elementary Administrator and/or Elementary Liaison Strands at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation.

The Elementary Liaison attends and supports ongoing professional learning through AVID Coaching Packages.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID Member School Sites, and for urban or suburban districts with twenty (20) or more AVID Member School Sites.

3.2a Time Allocation for the AVID Elementary Liaison:

The ability of the Elementary Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary Liaison's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the Elementary Liaison's time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites.

3.3 Secondary Professional Learning:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID Summer Institute(s).

3.3a Elementary Professional Learning:

The Elementary Liaison coordinates feeder pattern articulation meetings (with administrators, teachers, and support staff), site support, and participates in the AVID Summer Institute(s) according to the elementary training cycle.

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID Member School Site, at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID professional learning, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.4a Elementary Technical Support to Sites:

The Elementary Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Essentials. The Elementary Liaison attends AVID Elementary Leadership Training and provides ongoing professional learning for all AVID Elementary sites.

3.5 Data Collection and Research:

The District Director and/or Elementary Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director and/or Elementary Liaison coordinates the establishment of an AVID District team or advisory group that is made up of top-level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to, and success in, rigorous college preparatory courses.

3.7 Outreach:

The District Director and/or Elementary Liaison responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

3.8 Secondary Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for secondary AVID students at AVID Member School Sites enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g. AVID student writing contest, AVID student conference, AVID family conference).

3.9a Elementary Special Events:

The Elementary Liaison facilitates AVID elementary events (e.g. end of year recognition events, transition events and feeder pattern articulation meetings).

3.10 Partnership with AVID Center:

The District Director and/or Elementary Liaison coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ email, by contributing to the AVID international academic journal, etc.

3.11 AVID District Leadership Training for District Directors (Secondary):

AVID District Leadership Training (ADL) Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the School System should periodically check www.avid.org or their divisional contact for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The District Director Professional Learning Services Fee is \$15,000.00 per District Director, payable over two years at \$9,000.00 for the first year and \$6,000.00 for the second year. If additional district level training is required due to turnover or supplemental support, the School System may be eligible to receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consists of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consists of three (3) days over the summer between training years, and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute – District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director is included in the total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

3.11a AVID Elementary Leadership Training:

AVID Elementary Leadership Training Sessions are designed to prepare and support the Elementary Liaison. The four sessions are taken in sequential order over a two year period. The location of the trainings may vary (the School System should periodically check www.avid.org or contact the AVID Elementary team for listings).

A. AVID provides the following services to the district for start-up and quality assurance of the program: AVID Elementary Leadership Training is for the designated Elementary Liaison and takes place over two years. AVID Elementary Leadership Training includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about the AVID College Readiness System, as well as our online resources, data collection, certification, and professional learning opportunities.

The Elementary Liaison Professional Learning Services Fee is \$9,000.00 per Liaison, payable over two years at \$5,400.00 for the first year and \$3,600.00 for the second year. The service fee does not include travel, meals, or any other expenses.

The Elementary Leadership Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consist of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of three (3) days over the summer between both training years, and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute - The Elementary Liaison is required to attend Summer Institute with new implementing elementary sites. The Elementary Liaison attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the Elementary Liaison is included in the total Elementary Liaison Professional Learning Services Price.

C. Materials –the Elementary Liaison will be provided with an Elementary Implementation Library set at about the same time the site(s) will get their order per the signed Agreement.

D. AVID National, Divisional, State Office Support – AVID Center will provide support from our national office, divisional offices, state offices, and/or independent consultants. This support will consist of phone calls, emails, and visits at the discretion of AVID Center.

Article IV. Licenses and Proprietary Rights

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID at the Member School Sites as listed in Attachment A, and for no other purpose. For each Member School Site listed in Attachment A, this license extends only to the AVID Materials and AVID Methodologies corresponding to the AVID Program Name(s) (e.g. Elementary, Secondary, etc.) listed for that AVID Member School Site.

A. School System may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member School Sites listed in Attachment A, for the sole purpose of implementing the specified AVID Programs at the AVID Member School Sites and for no other purpose. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member School Sites.

B. Further, School System will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID Program(s) listed for each AVID Member School Site in Attachment A. (For example, if Attachment A specifies both the Elementary and Secondary AVID Programs at ABC School Site, but only specifies the Elementary AVID Program at XYZ School Site, School System will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the Secondary AVID Program Materials and Methodologies to XYZ School Site).

C. School System and its individual school sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member School Sites without AVID Center's prior written consent.

D. Should School System wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member School Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to the website.

E. Should School System wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member School Sites, it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member School Sites before downloading those materials.

F. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

G. School System and its individual school sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the AVID Member School Sites listed in Attachment A in order to promote and implement AVID at those Member School Sites. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its AVID Member School Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member School Sites listed in Attachment A consistent with the above license. School System and its AVID Member School Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its Member School Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

Article V. Quality Control Procedures

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

5.2 Annual Certification:

School System agrees to participate in AVID Center's annual certification process whereby each AVID Member School Site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each Member School Site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including, without limitation, the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in AVID Member School Sites. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID Member School Sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" AVID Member School Sites. Should AVID Member School Sites and/or School System not meet the AVID Quality Standards or implement AVID Center's suggested changes for multiple years, they may be asked to discontinue AVID at the end of a school year.

Article VI. Period of Agreement

6.1 Term:

The Term ("Term") of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein.

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System should notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System that conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the particular AVID Program at the school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

Article VII. Compensation

7.1 Agreement and Purchase Order:

School System must include, along with this signed Agreement, a fully and completely executed Purchase Order for the entire Agreement as detailed on Attachment A and any other applicable and incorporated attachments. AVID Center will not fulfill any services or materials, including the shipment of any libraries without a fully executed Purchase Order and this signed Agreement. The terms and conditions of this Agreement shall control for all Purchase Orders issued pursuant to this Agreement; no terms and conditions on Purchase Orders will apply to this Agreement.

7.2 Fulfillment, Invoicing, Payment Terms:

AVID Center will invoice School System for the entire Agreement upon receiving this executed Agreement and the executed Purchase Order as detailed in Attachment A and any other applicable and incorporated attachments. School System hereby agrees to pay AVID Center for any and all fees detailed in Attachment A and any other applicable and incorporated attachments. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

7.3 Fulfillment, Invoicing, Payment Terms; If No Purchase Order Is Required by School System:

If the policy of the School System states that no Purchase Order is required for purchases or that this executed Agreement suffices as the School System's authorization for purchase, the School System must initial below representing and warranting to AVID Center that the School System is fully able to pay any and all fees as invoiced on Attachment A and any other applicable and incorporated attachments without an additional Purchase Order. AVID Center will invoice School System for the entire Agreement, as detailed on Attachment A and any other applicable and incorporated attachments, upon receiving this executed Agreement. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

_____ INITIALS

Article VIII. Status of Parties

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article IX. Authority

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

Article X. Termination

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all programs or part of an AVID program at one or more specific AVID Member School Sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other programs at the particular AVID Member School Site and/or other AVID Member School Site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2, 7.3 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Article XI. General Provisions

11.1 Governing Law and Venue:

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if School System is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which School System is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where School System is located (set forth in § 3 of Attachment A), and venue for the action shall be that city and State.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

School System acknowledges that the favorable terms of this Agreement were granted solely to School System, and that the substitution of any party by School System would destroy the intent of the parties. Accordingly, School System shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their respective signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Tracy Unified
CA

Signature: AVID Center Authorized

Signature: Superintendent or Designee

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594



Attachment A

AVID Implementation Pricing Schedule:

1. School System:

Legal Name of Entity: Tracy Unified
Federal Employer ID #: 94-1055500
District NCES #: 3975499

2. Term of Agreement: July 1, 2013 to June 30, 2014

3. Agreement Processing and Billing Procedures:

Contact for Contracts: Terri Sorgent
Title: AVID District Director, TUSD; IB Coordinator, Tracy High School
District Name: Tracy Unified
Business Address: 315 E. 11th St
City, State, Zip Code, Country: Tracy, CA, 95376, USA
Telephone: 209-830-3360
E-Mail: tsorgent@tusd.net

Billing Contact: Jill Carter
Title: Budget Analyst
District Name: Tracy Unified
Business Address: 1875 W. Lowell Avenue
City, State, Zip Code, Country: Tracy, CA, 95376, USA
Telephone: 209-830-3200
E-Mail: jcarter@tusd.net

Attachment A (Continued)

4. District Director:

AVID District Director (DD): Terri Sorgent
Title: AVID District Director, TUSD; IB Coordinator, Tracy High School
District Name: Tracy Unified
Business Address: 315 E. 11th St
City, State, Zip Code, Country: Tracy, CA, 95376, USA
Telephone: 209-830-3360
E-mail: tsorgent@tUSD.net

Co - AVID District Director: Shauna Rogers
Title: AVID Coordinator West High Sch
District Name: Tracy Unified
Business Address: 1775 W. Lowell Ave.
City, State, Zip Code, Country: Tracy, CA, 95376, USA
Telephone: 209-830-3370
E-mail: srogers@tUSD.net

Co - AVID District Director: Bond Cashmere
Title: AVID Coordinator Tracy High School
District Name: Tracy Unified
Business Address: 311 E. 11th St
City, State, Zip Code, Country: tracy, CA, 95376, USA
Telephone: 209-830-3360
E-mail: bcashmere@tUSD.net

Co - AVID District Director: Kim Stewart
Title: AVID Coordinator Kimball High School
District Name: Tracy Unified
Business Address: 3200 Jaguar Run
City, State, Zip Code, Country: tracy, CA, 95377, USA
Telephone: 209-832-6600
E-mail: kstewart@tUSD.net

5. Member Schools:

School System will offer the AVID program in six (6) total school(s) during the 2013 - 2014 school year.

School Name	Grades AVID Program Implemented	Program Name	Site Status
Earle E. Williams Middle School	6, 7, 8	Secondary	Existing
George Kelly Elementary	7, 8	Secondary	Existing
John C. Kimball High School	9, 10, 11, 12	Secondary	Existing
Monte Vista Middle School	7, 8	Secondary	Existing
Tracy High	9, 10, 11, 12	Secondary	Existing
West High School	9, 10, 11, 12	Secondary	Existing

Subtotal Schools

Secondary	6
Total Schools:	6

6. Fee Schedule:

# of Schools	AVID Secondary Membership/License Fee per School Site
1 to 9	\$3,385.00
10 to 19	\$3,095.00
20 to 29	\$2,820.00
30 to 39	\$2,155.00
40 to 59	\$2,010.00
60 to 79	\$2,010.00
80 to 99	\$1,850.00
100 to 119	\$1,850.00

Six (6) Secondary school(s) X \$3,385.00 = \$20,310.00
 Total Membership Price = \$20,310.00

7. District Director Professional Learning Services:**District Director(s)**

Terri Sorgent :

Shauna Rogers :

Bond Cashmere :

Kim Stewert :

ADL Training Status

New, Year 1, will attend Sessions 1 & 2

New, Year 1, will attend Sessions 1 & 2

New, Year 1, will attend Sessions 1 & 2

New, Year 1, will attend Sessions 1 & 2

Terri Sorgent: Year 1 (Special Pricing)	\$2,000.00
Shauna Rogers: Year 1 (Special Pricing)	\$2,000.00
Bond Cashmere: Year 1 (Special Pricing)	\$2,000.00
Kim Stewert: Year 1 (Special Pricing)	\$2,000.00
Total District Director Professional Learning Services Price =	\$8,000.00

TOTAL 2013-2014 IMPLEMENTATION PRICE

Contract signed and returned on or before May 1, 2013

\$28,310.00

Plus applicable taxes

OR

Contract signed and returned between May 2, 2013 and late fee start date

\$28,310.00

Plus applicable taxes



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: April 9, 2013
SUBJECT: Approve Overnight Travel for the Kimball High School (KHS) Advanced Drama Class and Cast Members of Jaguar Theatre Productions to attend the Disneyland Resort in Anaheim, CA for Performing Arts Professional Development from April 26-28, 2013

BACKGROUND: The Kimball High School (KHS) Advanced Drama Class and cast members of Jaguar Theatre productions have been given the opportunity to train and learn from members of the performing arts at the Disneyland Resort in Anaheim, CA on April 26-28, 2013. Eight (8) students and two advisors will attend this event. Students will travel to Anaheim on the morning of April 26 and return home on April 28. Students will be driven to the event in private vehicles by District approved parents and advisors. Supervision will be provided by the drama teacher, Geri Neylan, the TUSD Special Education Coordinator, Barbara Larson as well as parent volunteers. The group will be staying at the Anaheim Cortona Inn in Anaheim.

RATIONALE: The KHS drama students have chosen to attend this event due to the unique venue and the team building opportunities afforded to them through their interactions with cast members and performers at Disneyland. As part of Kimball's commitment to improve and grow its student performers, Kimball is excited to be a part of this opportunity and allow its students to learn from a nationally recognized entertainment organization. Additionally, the KHS drama students and the advisors will be able to network with Disney cast members as they share ideas and get a firsthand look at what is expected of professional performers as a part of their career. This meets District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: There will be no cost to the District. The total cost per participant will be \$250.00, which includes hotel accommodations and entrance to the park. Funding for this trip will be paid through a combination of fundraising opportunities and donations.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School (KHS) advanced Drama Class and Cast Members of Jaguar Theatre Productions to attend the Disneyland Resort in Anaheim, CA for Performing Arts Professional Development from April 26-28, 2013.

Prepared by: Cheryl Domenichelli, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services
& Human Resources
DATE: April 9, 2013
SUBJECT: **Approve Overnight Travel for the Kimball High School (KHS)
Junior State of America Club Members and Advisor to Participate
in the Spring State Conference in Santa Clara, CA on April 26-28,
2013**

BACKGROUND: The Kimball High School (KHS) Junior State of America (JSA) members would like to attend the Northern California Spring State Conference in Santa Clara, CA from April 26-28, 2013. Attending this event will provide members the opportunity to attend a mock-political election of regional and state officers and compete in political debates and thought talks on current issues while becoming more closely acquainted with the Northern California Junior State of America (JSA) student population. The Club will be staying at the Santa Clara Marriott. Transportation will be provided by District vans and/or District approved parent volunteers' personal vehicles. Eight students will be participating. Supervision will be provided by club advisor, Mrs. Berendt and the NorCal JSA event staff.

RATIONALE: This is the KHS JSA Club's first year as an official recognized chapter of the Junior Statesmen Foundation. The club provides activities that continuously grow the student's understanding of American politics and the inner-workings of democracy. The chapter was able to send delegations to the three large regional one-day conferences (taking place in both San Francisco and Santa Clara). While attending, members gained opportunities to speak or debate at a much more advanced, politically organized level. By attending the Spring State Conference, club delegates will be able to participate at the state level utilizing their speech and debate expertise. This aligns with District Strategic Goal #1: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

FUNDING: The cost for each member includes a \$75 fee that will cover registration and the two night hotel stay. Funding for this trip will be paid through a combination of fundraising opportunities and donations. The estimated total cost will not exceed \$600.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School (KHS) Junior State of America Club Members and Advisor to Participate in the Spring State Conference in Santa Clara, CA on April 26-28, 2013

Prepared by: Cheryl Domenichelli, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
Date: April 10, 2013
Subject: **Approve Overnight Travel for the Tracy High School Track and Field Team Members to Participate in the California Interscholastic Federation Invitational in Los Angeles, CA on April 19 - 20, 2013**

BACKGROUND: The Tracy High Track and Field Team would like to participate in the California Interscholastic Federation sponsored Invitational in Los Angeles, Ca. This is an annual event which the Tracy High Track and Field Team does not always qualify. The team made the marks in League performance to qualify. Eight team members, Head Coach, Jay Fishburn and Assistant Coach, Mauricio Martin will attend this event; they will be staying at the Best Western in Rowland Heights, CA. The coaches will drive the team in a District van and one student will be driven by their parent.

RATIONALE: The Track and Field Team athletes have worked exceptionally hard to qualify for the CIF Invitational. Competing at this prestigious event will give the Track and Field Team a great opportunity to represent Tracy at the Invitational. This meets District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student sub groups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The Tracy High Athletic Department will pay all costs associated with this event.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Track and Field Team Members to Participate in the California Interscholastic Federation Invitational in Los Angeles, CA on April 19-20, 2013

Prepared by: Jason Noll, Principal



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: January 15, 2013
SUBJECT: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 15, 2013.

BACKGROUND: Pursuant to the Williams Settlement, the Valenzuela Settlement, and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the January 15, 2013 to April 15, 2013 reporting period.

RATIONALE: The quarterly report for the period of January 15, 2013 through April 15, 2013 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process as well as the resolution of each of those complaints. This report supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: No cost

RECOMMENDATION: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 15, 2013.

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

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

District: Tracy Joint Unified School District

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

Quarterly Report Submission Date: ☐ January 15, 2013
 (check one) ☒ April 15, 2013
☐ July 15, 2013
☐ October 15, 2013

Date for information to be reported publicly at governing board meeting: 4/23/2013

Please check the box that applies:

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

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

Dr. James Franco
 Print Name of District Superintendent


 Signature of District Superintendent

4/15/13
 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: April 10, 2013
SUBJECT: **Approve Overnight Travel for the Kimball High School Health Occupations Students of America (HOSA) Club Members to Participate in the National Leadership Conference in Nashville, Tennessee on June 25-30, 2013**

BACKGROUND: The Kimball High School (KHS) Health Occupations Students of America (HOSA) Club members would like to attend the National Leadership Conference on June 25-30, 2013 at the Gaylord Opryland Convention Center in Nashville, Tennessee. The Kimball HOSA club will have a chance to attend informational workshops, compete in academic and skill oriented activities, submit members for special recognition, and become a part of the larger National HOSA team. The club will be staying at the Gaylord Opryland Hotel. Transportation will be provided by one District van (to the airport) and/or the parents of each student. Three to six students will be participating. Supervision will be provided by advisors, Mr. Medek and/or Mr. States, accompanying parents, and the HOSA event staff.

RATIONALE: It is the goal of Kimball High School to provide students with increased Health Occupations opportunities which is in direct alignment with the Health Science Pathway. The Kimball HOSA students are uniquely qualified to participate in this event and represent their own and Kimball High's dedication to the Health Science Pathway. At the recent California State Leadership Convention, 42 Kimball HOSA members were in attendance and competed at the event. Twenty-six Kimball students achieved finalist status, and eight of the finalists qualified to compete at the national level. The National conference will allow the team members to compete at the highest level. This aligns with District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The costs to the students include airfare (\$400), hotel accommodations (at \$220/room per night, shared between the other KHS HOSA students in attendance), and food (approximately \$100). These costs will be paid through a combination of fundraising opportunities and donations. Some expenditures will be covered by the Perkins CTE grant, specifically those associated with advisors; this includes registration (\$90), the hotel accommodation (\$220/night) and food (\$300). Total costs not to exceed \$5,000.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School (Kimball High School) Health Occupations Students of America (HOSA) Club Members to Participate in the National Leadership Conference in Nashville, Tennessee on June 25-30, 2013

Prepared by: Cheryl Domenichelli, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 10, 2013
SUBJECT: Ratify Overnight Travel for Tracy High School Science Olympiad Team to Attend the NorCal Science Olympiad State Finals in Tulare, CA on April 12 – 13, 2013

BACKGROUND: The Tracy High Science Olympiad Team earned the right to compete at the NorCal Science Olympiad State Finals on April 13, 2013, by placing third at the Regional Competition. Seventeen (17) students, advisor, Ken Wedel and assistant advisor Erin McKay attended this event; they stayed at La Quinta Inn & Suites in Tulare, CA. The advisors transported the team to the State Finals in District vans. Ratification is necessary due to the late submission of this agenda item.

RATIONALE: The Tracy High School Science Olympiad Team worked very hard to place third at the Regional Competition which was required to compete at the State Finals. Seventeen THS students were given a unique opportunity to represent Tracy at the State Competition where they demonstrated their teamwork, knowledge and abilities in all areas of science. This meets District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student sub groups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The estimated cost for lodging for the entire team was \$480.00. The San Joaquin County Office of Education reimbursed \$500.00 for meals and lodging. The approximate cost of the vans was \$350 per van. Tracy High School provided funding for one van. The remaining costs were paid through a combination of fundraising opportunities and donations.

RECOMMENDATION: Ratify Overnight Travel for Tracy High School Science Olympiad Team to Attend the NorCal Science Olympiad State Finals in Tulare, CA on April 12 – 13, 2013

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 1, 2013
SUBJECT: Ratify Master Contract with Occupational Therapy for Children, NPA for the 2012-2013 School Year

BACKGROUND: A student diagnosed with Autism with significant behaviors was placed at Applied Behavior Consultants School, a Non-Public School for the 2012-13 school year. The IEP team for the student determined the needs of the student could not be met in a public school placement at this time. One of the services the student needs is Occupational Therapy. ABC School contracts their Occupational Therapy, NPA services with Cecilia Martinez, Occupational Therapy for Children. Ratification of the Master Contract is necessary at this time because services are currently being provided per the student's IEP.

RATIONALE: The student was placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting this student's needs. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for this student for the 2012-2013 school year include 7 hours at \$76.50 per hour. Total expenses are not to exceed \$535.50. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract with Occupational Therapy for Children, NPA for the 2012-2013 School Year

Prepared by: Dr. Janet Skulina, Ed.D., 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 Cecilia Martinez, Occupational Therapy for Children, 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 occupational therapy services according to the IEP (Individualized Education Plan) for TUSD students attending ABC School in Sacramento, CA.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of seven (7) () ☒ HOURS [] DAY(s), under the terms of this agreement at the following location ABC School

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$ 76.50 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 535.50. 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 \$ 0.00 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 April 1st, 2013, and shall terminate on June 30th, 2013.

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, Dr. Janet Skulina at (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)

Title

Address

Tracy Unified School District

Date

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

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 11, 2013
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Borrego, Jan Kindergarten	Hirsch	06/01/13
Flores, Beatriz 5 th Grade (Bilingual)	S/WP	06/01/13
Mehlhaff, Mary Lynn 2 nd Grade	Freiler	06/01/13
Trombino, Kathleen 5 th Grade	Kelly	06/03/13

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Gilbert, Sondra School Nurse	DEC	06/28/13	
Shinn, Jacquelynne Art	KHS	05/31/13	

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Daniels, Delbert Utility Person III	Maint./ Transport.	03/22/13	

Frank, Leah
IEP Para Educator I KHS 03/26/13

Souza, Diane Adult Accepted Adult School
Attendance Technician School 03/22/13 Secretary position

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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Keshari, Soudabeh Special Education Para Ed I	Hirsch	06/12/13
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BACKGROUND:

**CLASSIFIED CONFIDENTIAL
MANAGEMENT RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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Ocampo, Roxanne Personnel Technician for Certificated Employees	DEC/ HR	05/16/13
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RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 11, 2013
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Coronado, Rebecca

CERTIFICATED

Speech/Language Pathologist (New)
District Education Center
Class VI, Step 1, "B"
\$10,744.68
Funding: Special Education

BACKGROUND:

Bitzer, Mary

CLASSIFIED

IEP Para Educator I (New)
Williams Middle School
Range 24, Step A - \$12.51 per hour
6 hours per day
Funding: Special Education

Butler, Megan

IEP Para Educator I (Replacement)
Kimball High School
Range 24, Step A - \$12.51 per hour
4 hours per day
Funding: Special Education

Franken-Pal, Christine

Para Educator I (Replacement)
Hirsch Elementary School
Range 24, Step A - \$12.51 per hour
3 hours per day
Funding: EIA

Graber, Gaye

School Supervision Assistant (Replacement)
Art Freiler School
Range 21, Step A - \$11.69 per hour
2 hours per day
Funding: General Fund

Souza, Diane

Principal's Secretary (Replacement)
*Filled by current TUSD employee
Adult School
Range 38, Step E - \$20.91 per hour
8 hours per day
Funding: Adult Education

BACKGROUND:

McLeod, Richard

COACHES

Freshman Softball
Kimball High School
Prorated Stipend: \$1,947.22

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: April 12, 2013
SUBJECT: **Approve Change in Funding Source for the Tracy High School Baseball Fields Project at Monte Vista Middle School**

BACKGROUND: The Tracy High School Stadium and Improvement project was authorized by the Board of Education on September 13, 2011 and is well underway. Because Tracy High School is severely undersized for a high school (32 acres), it was determined early in the project planning phase that the Tracy High School baseball field would need to be relocated in order to complete the stadium project. The Board directed staff to investigate various alternatives and report back on a location to house the baseball fields. Monte Vista Middle School was chosen as the best alternative location and staff moved forward with preliminary planning on this site. The estimated budget for this project is \$800,000.

RATIONALE: On October 23, 2012, the Board of Education approved the plan to move forward with the final planning of the fields with the general fund as the designated funding source. Phase 1 construction was implemented so that the varsity facilities would be complete for the 2012/2013 baseball season. On February 26, 2013, the Board approved moving forward with the Phase 2 improvements in order have the JV field complete for the 2013/2014 season.

On February 7, 2013, the Facilities Committee requested a legal opinion from counsel whether these improvements can be funded from Measure E. Because the improvements are for the benefit of Tracy High School, counsel determined that this project could be funded with Measure E bond funds. The Facilities Committee is recommending that the funding source be changed to Measure E. This change will redirect the general funds previously allocated for the baseball improvements to other high priority maintenance and deferred maintenance projects within the district.

FUNDING: Transfer Funding Source from General Fund to Measure E Bond Funds

RECOMMENDATION: Approve Change in Funding Source for the Tracy High School Baseball Fields Project at Monte Vista Middle School

Prepared by: Bonny Carter, Director of Facilities and Planning



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: March 28, 2013
SUBJECT: Adopt Revised Board Policy 5144.1, Suspension and Expulsion Process (First Reading)

BACKGROUND: The Tracy Unified School District Board approved Board Policy 5144.1 on April 28, 2009. During the 2012-2013 school year, several new laws were passed regarding suspension and expulsion. This requires that the Board Policy be updated and revised to be in accordance with new existing laws.

RATIONALE: Revise Board Policy 5144.1 to keep it current with the existing California Education Codes and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt Revised Board Policy 5144.1, Suspension and Expulsion Process (First reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

SUSPENSION AND EXPULSION/DUE PROCESS

~~The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.~~

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 - Discipline. (Education Code 48900.5)

(cf. 1020 - Youth Services)

(cf. 5144 - Discipline)

(cf. 6142.4 - Learning Through Community Service)

(cf. 6164.2 - Guidance Services)

Alternatives to suspension or expulsion also shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)

~~Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct (Education Code 48900.5).~~

~~Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others. (Education Code 48915).~~

Except for single acts of a grave nature or offenses for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct or the student's presence causes a continuing

SUSPENSION AND EXPULSION/DUE PROCESS

danger to himself/herself or others.

(cf. 5131.7 - Weapons and Dangerous Instruments)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law and administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the period of suspension or expulsion.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, and in accordance with the district's nondiscrimination policies.

Zero Tolerance

~~The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy and administrative regulation as cause for suspension or expulsion. The Superintendent or designee shall notify staff, students and parents/guardians about the districts zero tolerance policy and the consequences, which may result from student offenses. He/she shall also ensure strict enforcement of this policy.~~

Student Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

(cf. 5119 - Students Expelled from Other Districts)

Supervised Suspension Classroom

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense,

SUSPENSION AND EXPULSION/DUE PROCESS

supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Removal from Class by a Teacher and Parental Attendance

~~The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.~~

~~Whenever a student is removed from a class because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in that class. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1).~~

~~The board encourages teachers, before requiring parental attendance, to make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.~~

When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.

The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. (Education Code 48900.1).

Parental attendance may be requested on the day the student returns to class or within one week thereafter. The principal or designee shall contact a parent/guardian who does not respond to the request to attend school. The Board recognizes that parental compliance with this policy may be delayed, modified or prevented for reasons which as serious illness/injury/disability, absence from town, or inability to get certain release time from work.

SUSPENSION AND EXPULSION/DUE PROCESS

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is pursuant to law. (Education Code 48900.1)

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)

(cf. 5145.6 - Parental Notifications)

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

Labor Code 230.7 provides that no employer shall discharge or in any way discriminate against an employee who takes time off work to attend his/her child's class when requested pursuant to Education Code 48900.1, provided the employee gives the employer reasonable advance notice that he/she is requested to appear in school. Any employee who is discharged, threatened with discharge, demoted, suspended or in any other discriminated against by the employer for such an absence is entitled to reinstatement and reimbursement for lost wages and work benefits. District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements.

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the student's records.

(cf. 5125 - Student Records)

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

Decision Not to Enforce Expulsion Order

SUSPENSION AND EXPULSION/DUE PROCESS

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation. (Education Code 48917)

Monitoring the Use of Suspension and Expulsion

At the end of each school year, the Superintendent or designee shall present a report to the Board regarding the use of suspension and/or expulsion in district schools. The report shall include, but is not limited to, outcome data which the district is required by law to collect and data related to the effect of suspension and/or expulsion on the district's minority student populations or groupings.

(cf. 9320 – Regular Meetings)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48667 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

SUSPENSION AND EXPULSION/DUE PROCESS

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7151 Gun-free schools

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SUSPENSION AND EXPULSION/DUE PROCESS

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Management Resources:

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WEB SITES

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California Attorney General's Office: <http://www.oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs>

(11/04 3/12) 11/12



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: March 28, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 5144.1, Suspension
and Expulsion Process (First Reading)

BACKGROUND: The Tracy Unified School District Board approved Administrative Regulation 5144.1 on April 28, 2009. During the 2012-2013 school year, several new laws were passed regarding suspension and expulsion. This requires that the Administrative Regulation be updated and revised to be in accordance with new existing laws.

RATIONALE: Revise Administrative Regulation 5144.1 to keep it current with the existing California Education Codes and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Acknowledge Revised Administrative Regulation 5144.1, Suspension and Expulsion Process. (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

SUSPENSION AND EXPULSION/DUE PROCESS

A. Purpose and Scope

The governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

B. GeneralDefinitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office.

SUSPENSION AND EXPULSION/DUE PROCESS

(Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

C. FormsNotice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

D. ProceduresGrounds for Suspension and Expulsion

Any student, including a student with disabilities, may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, such a student may be suspended or expelled pursuant to Education Code 48900(a) when he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900~~(s)~~(t)).

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

SUSPENSION AND EXPULSION/DUE PROCESS

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties (Education Code 48900(k))

(cf. 5131.4 - Campus Disturbances)

12. Knowingly received stolen school property or private property (Education Code 48900(l))

SUSPENSION AND EXPULSION/DUE PROCESS

13. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.

18. Engaged in an act of bullying
(Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an

SUSPENSION AND EXPULSION/DUE PROCESS

electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - Social Media)

(cf. 5131.2 - Bullying)

(cf. 6164.4 - Identification and Individuals for Special Education)

19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

20. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality,

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disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school or within any other school district, at any time, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school

(cf. 5131.1 - Bus Conduct)

3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

Removal from Class by a Teacher and Parental Attendance

A teacher may remove any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher

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conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal, or Designee

The Superintendent, principal, or designee may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above. A student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correcting a student's behavior are implemented prior to imposing suspension upon the student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

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However, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated any of items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

In addition, the Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g)
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
5. Possessing an explosive as defined in 18 USC 921

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever

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practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

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5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911)

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

In addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

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(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, **or staff** may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Appealing Suspension

Under the provisions of Education Code Section 48914, the District has established the following procedures for appealing a suspension and/or other disciplinary action taken by the school:

- 1) The student or the student's parent or guardian may appeal a suspension and/or other disciplinary action imposed by the assistant principal to the principal of the school. The appeal shall be filed within ten (10) school days of the time that the suspension and/or other disciplinary action took place. A meeting, if requested, must be held within three (3) school days of the time that the principal received the request for an appeal. The principal shall make a

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decision regarding the appeal within two (2) school days.

2) If the appeal is not resolved at the school-site principal level, then the student or the student's parent or guardian may appeal the suspension and/or other disciplinary action to the superintendent or the superintendent's designee. The appeal shall be filed within ten (10) school days of the time that the principal renders his/her decision. A meeting, if requested, must be held within three (3) school days of the receipt of the request by the superintendent or the superintendent's designee.

The procedure shall be as follows:

- a) The superintendent or the superintendent's designee shall determine if there was sufficient evidence to find that the alleged violation occurred, and whether the penalty was appropriate for the violation.
- b) The pupil may designate a representative to be present with him/her at the meeting, but the representative shall not serve as legal counsel unless the district has a legal counsel present to represent the school district.
- c) At the meeting, the superintendent or the superintendent's designee shall review all written documents in the case; and the pupil and the pupil's parent/guardian and representative may address the superintendent or the superintendent's designee on the evidence and the appropriateness of the penalty.
- d) The superintendent or the superintendent's designee shall make a decision within five (5) school days. If the superintendent or the superintendent's designee determines that no violation occurred, all records and documentation regarding the disciplinary proceedings and suspension shall be immediately destroyed and no information regarding the superintendent or the superintendent's designee determines that the penalty imposed was inappropriate for the violation, all records and documentation concerning the suspension and/or other disciplinary action shall be revised to indicate only the facts leading to the penalty imposed by the superintendent or the superintendent's designee.

Rights of Suspended Pupil to Complete Assignments and Tests

The teacher of any class from which a pupil is suspended may require the suspended student to complete any assignments and tests missed during the suspension. In addition, a suspended pupil may be allowed to complete all assignments and tests missed during the suspension which can be reasonably provided, and upon satisfactory completion, given full credit therefore. (Education Code 48913)

Authority to Expel

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A student may be expelled only by the Board. (Education Code 48918(j))

The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Mandatory Recommendation for Expulsion

Unless the Superintendent, principal, or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, **or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician**
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the

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student does not lose instructional time. (Education Code 48915)

Mandatory Recommendation and Mandatory Expulsion

The Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence

However, possession of an imitation firearm, as defined in Education Code 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion.

2. Brandishing a knife as defined in Education Code 48915(g) at another person

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed one of the acts listed above under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code

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48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

After a determination that one of the grounds listed above under "Grounds for Suspension and Expulsion" has occurred, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The stipulation agreement shall be in writing and shall be signed by the student (optional) and his/her parent/guardian (required).

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

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Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Non-attorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the

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student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of

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subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

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f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board

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or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (**Education Code 48917, 48918**)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered

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during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs
With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an

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expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. **Suspension of the enforcement of an expulsion order shall not affect the time period**

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and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917).

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

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Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying re-admittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

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The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record, and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

E. Reports Required

Outcome Data

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion

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2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

In addition, the Superintendent or designee shall disaggregate student data collected based on race, color, nationality, religion, disability, and other categories protected from discrimination under the law.

F. Record Retention

Permanent

G. Responsible Administrative Unit

Student Services

Site Principals

H. Approved By

Assistant Superintendent of Educational Services and Human Resources