

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

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, MAY 22, 2007

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

**TIME: 4:45 PM Closed Session
7:00 PM Open Session**

AGENDA

1. **Call to Order**
2. **Roll Call – Establish Quorum**
Board: G. Crandall, J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison and B. Etcheverry.
3. **Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
 - 3.1 **Educational Services:**
 - 3.1.1 Parent Conference
 - 3.1.2 Consider Attendance Appeal #06-07/AA3
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
 - 3.1.3 Findings of Facts: #FF06-07/189, 191, 192, 193, 196, 197, 211, 212
 - 3.2 **Human Resources:**
 - 3.2.1 Consider Leave of Absence Requests for Certificated Employees #UC-514 Pursuant to Article XX
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
 - 3.2.2 Consider Leave of Absence Request for Classified Employee # UCL-99 Pursuant to Article XXIII
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
 - 3.2.3 Consider Leaves of Absence for the 2007-08 School Year as Indicated
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
 - 3.2.4 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**

6. Closed Session Issues:

6a Report Out of Action Taken on Consider Attendance Appeal #06-07/AA3

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___.

6b Action on Findings of Fact #FF06-07/189, 191, 192, 193, 196, 197, 211, 212

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

6c Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-514 Pursuant to Article XX

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6d Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee # UCL-99 Pursuant to Article XXIII

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6e Report Out of Action Taken on Consider Leaves of Absence for the 2007-08 School Year as Indicated

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of May 8, 2007.

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Action: Motion ___; **Second** ___. **Vote:** Yes ___; No ___; Absent ___; Abstain- ___.

8. Student Representative Reports: Tracy High: Megan Wingo; West High: Ryan Elwood; Duncan Russell: Milan Dixon

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

9.1 Recognize Tracy High School's Future Farmers of America (FFA) Members for Their Outstanding Achievements as State and National Competitors

9.2 Recognize Tracy High School's Boys Tennis Team for Achieving the Status of SJAA League Champions

9.3 Recognize Classified Retirees

9.4 Recognize the Outstanding Employees of the 2006-07 Year

9.5 Tracy High Site Update on Achievements & Activities

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 speaker's card at the secretary's desk).

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another

person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

11.1 Administrative & Business Services: None.

- 11.1.1** Receive Report Concerning the May Revision of the 2007-08 Governor's Budget Proposal

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12. PUBLIC HEARING:

12.1 Administrative & Business Services:

- 12.1.1** Conduct a Public Hearing on **Item 14.1.7:** (1) Adopt Resolution No. 07-14, of the Board of Education of the Tracy Joint Unified School District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2007-08. (2) Approve Muni Financial for Preparation for the 2007-08 Tax Roll and Reporting of Delinquencies

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

11-12

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

13-14

- 13.1.3** Accept Donations

15-16

13.2 Educational Services:

- 13.2.1** Approve Service Agreement for Academic Entertainment, Inc. to Provide an Assembly on May 23, 2007, to George Kelly Elementary School

17-23

- 13.2.2** Approve the Community-Based English Tutoring (CBET) Program Application, Fiscal Year 2007-2008

24-32

13.3 Human Resources:

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

33-34

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

35-36

- 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:

- 14.1.1** Approve Board Policy 3541.1 School Related Trips and Acknowledge Administrative Regulation 3541.1 School Related Trips (5th Reading – Intent to Adopt)

37-43

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__

14.1.2	Approve the Plan to Provide Water that Meets the Federal Arsenic Rule and Water Quality Standards Requirements for Delta Island School	44-54
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.1.3	Authorize the Assistant Superintendent for Business Services to Enter into Agreement with Edward J. McCrary to Provide Bus Driver Trainer Services	55-58
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.1.4	Approve Site Layout for the Location of Buildings at Kimball High School and Authorize Urban Ernst Design Group to Move Forward with Construction Documents	59
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.1.5	Approve Wayne Gilbert, Gilbert Inspection as the District's Division of the State Architect (DSA) Certified Inspector for the West High School Stadium and Pool Project and Charles Walker, Charles Walter Inspection Service as the District's Inspector for Tracy High School 40 Classroom Building and Kimball High School	60
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.1.6	Adopt Resolution Nos. 06-29, 06-30 and 06-31 as Required for Initiating the Eminent Domain Proceedings for the Acquisition and Construction of John C. Kimball High School	61-73
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.1.7	1. Adopt Resolution No. 07-14, of the Board of Education of the Tracy Joint Unified School District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2007-08. 2. Approve Muni Financial for Preparation for the 2007-08 Tax Roll and Reporting of Delinquencies	74-77
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.1.8	Approve the Lease Agreement with the Head Start Child Development Council, Inc., for the 2007-2008 School Year and Authorize the Associate Superintendent for Business Services to Execute the Agreement	78-82
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.2	Educational Services:	
14.2.1	Adopt Resolution No. 06-28 Authorizing Responsibility for the Cesar Chavez Grant Award, Acknowledging the Contract for the Grant Award, Approving the Term and Dollar Amount of the Contract and Appointment Dr. Casey Goodall to Act on the Behalf of the Governing Body	83-84
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.2.2	Accept Cesar E. Chavez Afterschool Service Clubs Grant from the California Department of Education	85-94
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.2.3	Approve Changes to High School Student Handbooks	95-101
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.2.4	Adopt Revised Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency (1 st Reading)	102-112
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
14.3	Human Resources:	
14.3.1	Adopt Resolution No. 06-27 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds	113-114
	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 June 12, 2007
- 17.2 June 19, 2007 (Special Joint Meeting with City of Tracy)
- 17.3 June 26, 2007
- 17.4 August 14, 2007
- 17.5 August 28, 2007

18. Upcoming Events:

- | | | |
|-------|---------------|--|
| 18.1 | May 25, 2007 | Red Track, Last Day of School |
| 18.2 | May 25, 2007 | Graduation: Adult School |
| 18.3 | May 28, 2007 | Memorial Day, No School |
| 18.4 | May 29, 2007 | Graduation: Duncan Russell |
| 18.5 | May 31, 2007 | Promotions: Williams, Delta Island, Poet |
| 18.6 | June 1, 2007 | Promotion: Monte Vista |
| 18.7 | June 1, 2007 | Traditional, Last Day of School |
| 18.8 | June 2, 2007 | Graduations: West High (9:00 a.m.)
Tracy High (4:00 p.m.) |
| 18.9 | June 22, 2007 | Promotion: Freiler |
| 18.10 | June 25, 2007 | Promotions: North, Kelly |
| 18.11 | June 26, 2007 | Blue, Yellow, Green Track, Last Day of School |

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, May 8, 2007**

- 5:30 PM:** President Crandall called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, J. Feller, T. Guzman, T. Hawkins (arrived late), K. Lewis, B. Swenson, J. Vaughn.
Staff: J. Franco, J. Mousalimas, C. Goodall, R. Frame, B. Etcheverry.
- 7:06 PM:** President Crandall called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Report Out of Action Taken on Intra District Attendance Appeal/06-07/AA1, AA2
Action: Appeal Denied. Yes-3; No-3(Lewis, Crandall, Feller); Abstain-1(Hawkins)
 - 6b** Action on Findings of Fact #FF06-07/181, 183, 187, 188, 199, 203, 206 (as amended)
Action: Lewis, Guzman. **Vote:** Yes-7; No-0.
 - 6c** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-502, #UC-503, #UC-504, #UC-505, #UC-506, #UC-507, #UC-508, #UC-510 Pursuant to Article XX
Action: **Vote:** Yes-7; No-0.
 - 6d** Report Out of Action Taken on Consider Leaves of Absence for the 2007-2008 School Year as Indicated
Action: **Vote:** Yes-7; No-0;
- Employees Present:** J. Wakefield, R. Call, M. McGuire, L. Hawkins, D. Nolan, C. Fitzpatrick, C. Minter, H. Calad, S. Donahue, D. Contreras, C. Anderson-Woo, C. Johannes, L. Dopp, P. Errecart, S. Sievers, R. Soto, M. Torres, M. Lynch, B. Stinnett, B. Barth, K. Schroers, E. Bergrun, M. McLellan, A. Welch
- Press:** B. Brownne (Tracy Press)
- Visitors Present:** A. Hawkins, M. McGuire, S. Donahue, K. Johnson, A. Shih, V. Castaneda, L. Rodriguez, C. Rice, D. King, C. Madonado, A. Castellanos, M. Castellanos, M. Rodgriuez, M. Tomier, M. Gonzalez, T. Ramirez, C. Ramirez, J. Comparion, M. Cazares, M. Gaona, J. Basulto, L. Acosta, M. Rico, Y. Cazares, A. Diegulda, E. Garcia, G. Ramierz, J. Rosas,

Minutes:

Approve Regular Minutes of April 24, 2007.

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

**Student
Representative
Reports:**

None.

**Recognition &
Presentation:**

- 9.1** Recognize and Congratulate Theresa Hoang for Being Named North Tracy Junior Miss and Kelsie Pombo for Being Named South Tracy Junior Miss

Theresa performed her talent of playing the piano and Kelsie performed her talent of singing from the Junior Miss Contest. Acting Assistant Superintendent of Educational Services, Rebecca Frame, recognized North Tracy Junior Miss, Theresa Hoang and South Tracy Junior Miss, Kelsie Pombo.

- 9.2** Recognize and Congratulate Taranjit Kaur for Winning the Middle School Regional AVID Write Off and Victoria Castaneda for Winning the High School Regional AVID Write Off

Acting Assistant Superintendent of Educational Services, Rebecca Frame, recognized AVID students for their accomplishments and presented them with certificates. Dr. Franco introduced Alan Hawkins who was in the audience for his work in developing the IB program at Tracy High. A Certificate was also presented to Ms. Crivello, who was unable to be present.

- 9.3** Recognize Certificated Retirees

Dr. Franco and the Board Recognized the following certificated retirees: Elaine Bergrun, Blake Barth (not present), Marietta McClellan, Maria McGuire, Kurt Schroers, Steve Donahue, Rebecca Frame, Brenda Stinnet, Laura Hawkins, Dora Contreras.

- 9.4** West High School Site Update on Achievements & Activities

Principal, Herman Calad, and student representatives from SPRIT presented on behalf of West High. This program was started in 2002 and represents six different ethnicities. The students problem solve together to make the school a better environment. They meet monthly to talk about the concerns that the student body has. They try to find solutions. Multicultural week was an idea that they started four years ago. They feel this program has been very effective at their school.

**Preparing of
Delegations**

None.

**formation &
Discussion Items:**

11.1 Administrative & Business Services: None.

11.1.1 Receive Request for Reconsideration of the Delta Island Configuration

-Margarita Swanner translated the discussion of this item-

Dr. Franco reported background information:

Annexation was finalized on January 17th. Two housing options were developed for the Holt students. Parent information meetings were held. On February 13th, the Board received the report and on February 27th the Board approved Option 2. Staff recommended Option 2 for some the following reasons: Additional academic opportunities, high school preparation, facilities and enrollment trends. Delta Island has water quality problems and bottle water must be brought in. It also only uses electrical heating which is more expensive. With school starting in August, a number of meetings were held to facilitate the transition process. Delta Island students visited Williams and Holt students will visit next week. Staffing changes have been made to accommodate this transition. Two teachers are being moved from Holt and Delta Island to Williams. This will provide a sense of comfort to the students. On April 18th and 19th we received a request from the CRLA to reconsider this item and place it on the agenda. We feel all steps are in place to make this transition smooth and make these students successful at their new schools.

CRLA legal advocate, Joana Basulto, is here tonight representing several families. She feels that irregularities exist that affect the validity of the vote and that the requirements with respect to elections and other legal requirements were not satisfied. Representations made to the Board regarding parent input were inaccurate. She believes that an organization can be challenged to place an action item to reconsider on the agenda. They would also like to schedule a meeting with the superintendent, board, and legal counsel. They request that no further steps be taken. She urges the board to make a motion to place this on the next agenda as an action item.

Jose Camparon: He would like more time to be informed thoroughly about what the district is doing. He only had 2 hours to consider this and had to return the form the following morning. He was told that Delta Island had opted for option 2 and that's why they decided to go with option 2.

Augustine Castellanos: (This speaker left the meeting before called)

Cynthia Rice: She is also with CRLA and would like a meeting with the superintendent and legal counsel to discuss the legal irregularities. She had hoped that this would be an action item and requests that this will be on as an action item for the next meeting.

Ms. Ramirez: She distributed a packet of letters from parents that do not want 6th, 7th and 8th grades changed from Delta Island. She's concerned that young students will have to get up at 5:00 a.m. or 6:00 a.m. to catch the bus. Many of these parents do not drive and do not know the City of Tracy. They do not have a translator. She believes that the rooms used by the Boys and girls Club could be used by the students at Holt. She's concerned that Delta Island may be closed and this is the only school close to them.

Trustee Crandall: Thanked everyone for their comments. This item was put on the agenda at the request of CRLA. Public comments have been heard. He asked the Board if anyone wanted this item on a future agenda for the purpose of revoting and selection Option 1 instead of Option. None of the Board members wanted to change their vote.

Trustee Guzman: Thanked everyone for coming. He still believes that option 2 is the best to serve the community and the school.

Trustee Lewis: Thanked everyone for their concern for the students. His opinion has not changed. The District needs to move forward with the plan so that it is prepared to house the students in August.

Trustee Feller: Previously voted against Option 2.

Trustee Swenson: San Joaquin county initiated this move. He believes the District held numerous public meetings and focus groups, made phone calls and sent letters to parents. He the right decision was made. The whole island area is in reduced enrollment. He thanked everyone for coming tonight. He has not changed his vote.

Trustee Hawkins: Previously voted against Option 2.

Vaughn: His vote also remains the same. It's a good experience for the middle school students to transition into Williams and make friends and be exposed to more programs before they enter high school. Anytime there is a change it is hard, but it is good. His vote stays the same, and knows that the students will benefit from the programs at Williams Middle School. Just because their students will be going to Williams doesn't mean that they are going to join a gang or someone is going to offer drugs. Many awesome students graduate from Williams every year.

Trustee Crandall: He is a parent of 3 children in the school district and respects the fact that these parents are standing up for their children. The district has listened to everyone's input, from staff and parents. After hearing from our 2 very competent principals that ran the surveys, he believes that those surveys and the public meetings did meet what was required as far as public input. He believes this is the right decision for all the students. He thanked everyone for their time.

11.2 Educational Services:

- 11.2.1** Receive Report on the District's Results on the California High School Exit Exam (CAHSEE) through the March 2007 Test

Trustee Crandall left the meeting at 9:18 p.m.

Trustee Crandall returned to the meeting at 9:22 p.m.

Director of Curriculum, Accountability, and Continuous Improvement, Carol Anderson-Woo presented a power point which showed updated CAHSEE information.

- 11.2.2** Receive Report on California Teacher's Association (CTA), Consultants, Agreement to Provide Diversity Training for Management Team on July 30, 2007

Acting Assistant Superintendent of Educational Services, Rebecca Frame, reported that this training is free but did an agenda item to make the board aware that they are bringing this in.

Public Hearing: None.

Consent Items: **Action:** As amended (Page 39: change to "shall not") Lewis, Guzman.
Vote: Yes-7; No-0.

13.1 Administrative & Business Services:

- 13.1.1** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval
13.1.2 Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval
13.1.3 Approve 2007-2008 Designation of CIF Representatives to League
13.1.4 Approve Revolving Cash Fund Reports for April, 2007
13.1.5 Approve Monthly Budget Adjustment Report
13.1.6 Approve Accounts Payable Warrants Reports for April, 2007 (Under Separate Cover)
13.1.7 Receive Report on Heating, Ventilation, and Air Conditioning Maintenance for October 2006 through April 2007

13.2 Educational Services:

- 13.2.1** Approve Service Agreement for Nancy Fetzer to Provide Fifteen (15) Days of Follow-Up Language Arts Coaching at South/West Park During the 2007-2008 School Year
13.2.2 Approve Service Agreement for Data Works Educational Research to Conduct a Follow-Up Curriculum Evaluation at South/West Park in the Fall of 2007
13.2.3 Approve Tracy Adult School Course Offerings for the 2007-2008 School Year

13.3 Human Resources:

13.3.1 Approve Classified, Certificated and/or Management Employment

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

Action Items:

14.1 Administrative & Business Services:

14.1.1 Adopt Revised Board Policy 7215(a), Section VIII, 8.3 and Adopt Revised Citizens' Bond Oversight Committee Bylaws, Section VII, 8.3(d) to Require that Citizens' Bond Oversight Committee Members Shall Adhere to Conflict of Interest Code Reporting Requirements at a Minimum Under Disclosure Category II (Second Reading – Intent to Adopt)

Action: Approved as final. Guzman, Hawkins. **Vote:** Yes-7; No-0.

14.2 Educational Services:

14.2.1 Approve the Carl Perkins IV Career Technical Education Grant Application for 2007-2008

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

14.3 Human Resources:

14.3.1 Approve Revised Job Description for Secretary to the Institute of Global Commerce and Government (IGCG)

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

14.3.2 Approve Revised Job Description for Continuation High School Principal

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

14.3.3 Approve Revised Job Description for ISET Technician Level 1

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

Board Reports:

Trustee Guzman enjoyed the Ag Science dinner on Friday night. He also attended the CSEA Breakfast and congratulated all who received the awards. Attended the leadership and scholarship awards by the Tracy Hispanic Business Group. Astronaut, Jose Hernandez was there and has done a great job at NASA and is also on the Board of Regents at UOP. Their main focus was the importance of education and parent involvement. Trustee Lewis attended the facility meeting and it was productive. Casey's group does a great job. He also attended a meeting about liability insurance and will come to the board with information at the end of June. Trustee Feller attended the facilities meeting and the National Day of Prayer with Jim and Gregg. Bubba Paris was an excellent speaker. Tomorrow she will attend two facilities meetings, one in the morning and interviews for DSA inspector and in the afternoon. Trustee Swenson attended the CIF meeting. One of the issues is transfer eligibility. They have a handbook out for administrators and parents. There are a lot of check offs that need to be done when kids move around. League realignment is coming up again. We may need to put this on the agenda and have our leagues representatives to

give report. We need to open up communication and know what the issues are and Title IX compliance. Trustee Hawkins will attend the May revise on May 18th in Sacramento. May 17 is the City/Schools meeting and May 19 and 20 are Relay for Life. He hopes everyone can attend and have pancakes on Sunday. Trustee Vaughn attended the scholarship luncheon on Sunday. Trustee Crandall attended the National Day of Prayer. He'd like to remind everyone to sign up for attendance at graduations and promotions. Thanks to all teachers that put together the math enrichment program at George Kelly.

**Superintendent
Report:**

Dr. Franco reported that there will be oversight committee interviews scheduled. The interview process will take place the week of May 21-25. Applications are due by the 15th of May. James would appreciate it if it's in the evening. Poll people on that committee if future meetings are scheduled. It will tentatively be scheduled for May 24th at 5:00. On Sunday, April 29th, he attended the Third Annual Recognition Ceremony for African-American Students and Educational Leaders where James Vaughn received the Cultural Pursuits Educator of Excellence Award. Relay for Life is coming up and Rebecca is working on a bone marrow identification booth. He attended the CSEA Breakfast where Bill Willner and John Heerema were honored.

Trustee Hawkins left the meeting at 9:56 p.m.

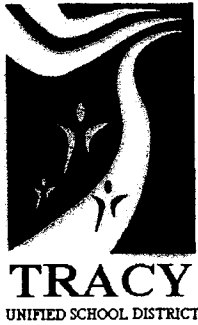
Trustee Hawkins returned at 9:59 p.m.

Trustee Lewis has Relay coming up. We need to communicate to Relay that if Tracy High gets new turf the event won't be able to be held there in the future. There is a joint City/Tracy Unified meeting on June 19th. Last Monday he attended the city meeting regarding joint use projects. Sheila is recovering quickly. On Friday she will attend an Algebra meeting in San Diego. On Monday, May 14, is our Staff Recognition Day which will be held at West High. If you are planning to attend, please let Bobbie know. This Friday is the Student Leadership Conference – James is one of our speakers. Last Friday night he attended the Kelly dance recital. Our Visual and Performing Arts program is starting to grow. You can see the work by our dance and music teachers is paying off. We have been recruiting students in band at middle school and as a result our high school bands are growing. The Hispanic Business Group put on a nice dinner and recognized Delta Island School as one of the organizations of the year, along with Ramona Soto and Tony Serna. A small number of students from middle and high school have been invited to a session where Rod Buchannon will talk to the kids and get their perspectives on the initiatives being planned for students by the Mayors Community Youth Support Network.

**10:05 PM
Adjournment.**


Tom Hawkins, Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: James Mousalimas, Assistant Superintendent 

DATE: May 11, 2007

SUBJECT: Recognize the Outstanding Employees of the 2006-07 School Year

BACKGROUND:

Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of one administrator, one classified/confidential representative, two certificated representatives and three classified representatives reviewed the nominations and made the selections for the Employees of the Term. This is the 23rd year the District has been recognizing outstanding employees.

RATIONALE:

The employees, who are recognized by the School Board, have their picture displayed in the District Education Center 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 Strategic Goal #7-Educational Leadership.

FUNDING: N/A

RECOMMENDATION:

Recognize Mauricio Verduzco (K-5), Ana Vela-Telles (6-8), and Diana Wing (9-12) as Outstanding Classified employees of the year; Donna Boyd (K-5), Randy McMillan (6-8), and Matt Netto (9-12) as Outstanding Certificated employees of the year; and Eric Kimball as Outstanding Certificated Management employee of the 2006-07 school year.

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: May 15, 2007

SUBJECT: Receive Report Concerning the May Revision of the 2007-08 Governor's Budget Proposal

Background: Each year in January, the Governor proposes a budget for the following fiscal year. As additional financial information is gained from January to May, the Governor refines his proposal and presents a May revision.

Rationale: Because school district budgets must be approved prior to approval of the state budget, this May Revision, as it is commonly known, is generally the best predictor of school district funding for the coming school year.

Funding: The May Revision will provide many of the most basic assumptions required to fully develop the school district budget for the 2007-08 school year.

Recommendation: Receive Report Concerning the May Revision of the 2007-08 Governor's Budget Proposal

Prepared by: Casey Goodall Associate Superintendent for Business Services

TRACY JOINT UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 97-1

PUBLIC MEETING
May 22, 2007

7:00 P.M.
District Office
1875 W. Lowell Ave.
Tracy, CA 95376


1. CALL TO ORDER
2. ROLL CALL - Establish Quorum
3. DISCUSSION/ACTION –
 1. Adopt Resolution No. 07-14 Levy Special Tax for Property Tax Year 2007-2008 On Community Facilities District 97-1.
 2. Approve MuniFinancial for Preparation of the 2007-08 Tax Roll and Reporting of Delinquencies.
4. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from Casey Goodall at (209) 830-3230 (telephone) or (209) 830-3224 (facsimile). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

The Board reserves the right to take action on all items
on the Agenda including "Discussion" items



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From:  Casey Goodall, Associate Superintendent for Business
Date: May 11, 2007

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

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: Rodgers Construction & Engineering Co.
Site: Tracy High School – Parking Lot Improvements
Item: Agreement - Approve
Services: Contractor to improve East parking lot area by adding forty-three (43) parking spaces.
Cost: \$89,500.00
Project Funding: Developer and State School Building Fund (SSBF)

B. Vendor: Bockmon and Woody Electric Co.
Site: Tracy High School – Electrical Switchgear Replacement
Item: Agreement - Approve
Services: Contractor to install new electrical switchgear to replace old switchgear for East side of campus.
Cost: \$22,592.00
Project Funding: Developer and SSBF

C. Vendor: Gowan Construction Company
Site: North School – Library Remodel
Item: Agreement - Ratify
Services: Contractor to renovate old multi-purpose building and kitchen to new library and staff room.
Cost: \$73,841.00
Project Funding: Redevelopment

D. Vendor: Bockmon and Woody Electric Co.
Site: Tracy High School – Relocatable Classroom
Item: Change Order #1
Services: Additional services on attached detail sheet.
Cost: \$13,117.45
Project Funding: Developer and SSBF

E. Vendor: Bockmon and Woody Electric Co.
Site: Tracy High School – Relocatable Classroom
Item: Notice of Completion
Services: Contractor installed electrical data/signal and site work for one (1) relocatable classroom and prepared site for future relocatable classrooms.
Original Contract: \$208,252.00 Change Order: \$13,117.45 Total Amount: \$221,369.45
Completion Date: April 16, 2007
Project Funding: Developer and SSBF



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: May 11, 2007

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

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor:	Conestoga-Rovers & Associates
Site:	Tracy High School – West Building
Item:	Proposal - Ratify
Services:	Geotechnical engineer to provide additional site characterization activities and soil vapor investigation for the new West Building site.
Cost:	\$39,157.00
Project Funding:	Local Bond Funds and State School Building Fund (SSBF)



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 11, 2007
SUBJECT: Accept Donations

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

1. Tracy Unified School District/K-5 Schools: From: Tracy Sunrise Rotary, Mr. Craig Mizuno and Mr. Harold Reich, P.O. Box 1287, Tracy, CA 95378-1287. \$2,500.00 to each K-5 School for the Kids Who Read Succeed Program. The total amount of this donation: \$17,500.00 (check #: 6927).
2. Tracy Unified School District/McKinley Elementary School: From: Blue Cross of California, c/o McKinley Elementary School. The donation is \$500.00 for the ExCEL program. From: Target. \$265.11 donated to the Take Charge of Education Program.

The students and staff of the Tracy Unified School District, all of the K-5 school sites, and McKinley Elementary School, Tracy High School Science Department would like to thank Tracy Sunrise Rotary, Blue Cross of California, and Target for the very generous donations. The funds will greatly enhance the educational quality and learning environment for the students and are sincerely appreciated.

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/re-cycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Development Departments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept donations.

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



EDUCATIONAL SERVICES MEMORANDUM

To: Jim Franco, Superintendent
From: Sheila Harrison, Assistant Superintendent of Educational Services
Date: May 3, 2007
Re: Approve Service Agreement for Academic Entertainment, Inc. to Provide an Assembly on May 23, 2007 to George Kelly Elementary School

Background: Brent Daniels is a composer, sound designer and recording artist who uses technology to create music. He will present an assembly that will both entertain and educate the students of George Kelly Elementary in the area of music.

Rationale: Providing opportunities for students to see and experience different aspects of the visual arts will expand their awareness of possible educational paths and future careers. This will meet Strategic Goal #1 – Provide a meaningful and relevant curriculum that includes systemic assessment, accountability and enables students to meet high standards.

Funding: Student Body funds at a cost of \$895.00.

Recommendation: Approve Service Agreement for Academic Entertainment, Inc. to Provide an Assembly on May 23, 2007 to George Kelly Elementary School.

Prepared by: Denise L. Laven, Ed.D.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Academic Entertainment, Inc., 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: Two assemblies
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (1) HOURS(DAY)s (circle one), under the terms of this agreement at the following location George Kelly School, 535 Mabel Josephine Dr., Tracy, CA 95377
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 895.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] 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 May 23, 2007, and shall terminate on May 23, 2007.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Denise L. Laven at (209) 831-5000 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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:

Denise L. Laven

Consultant Signature (1)

Tracy Unified School District
May 4, 2007

Social Security Number (2)

Date
Principal

Date

Title
Student Body Funds

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

**Academic Entertainment, Inc.**

19909 78th Ave SE
Snohomish, WA 98296
TAX I.D. # 91-2043215

Invoice

Date	Invoice #
1/22/2007	965

Bill To
Attn: Emily Summa George Kelly Elementary School 535 Mabel Josephine Dr. Tracy, CA 95377 (209) 831-5000 - School

Venue

P.O. No.	Payment
	Due upon Performance

Description	Season	Date/Time	Amount
Technological Music Production with Brent Daniels	2006/2007	05/23/07 Wed 1:00/2:00	895.00
SPECIAL INSTRUCTIONS FOR THE ARTIST: Please see enclosed Specification Sheet			

Obtain a check or money order on the day of the appearance and give it directly to the artist.
Make your check payable to:
Academic Entertainment, Inc.

*PLEASE NOTE - Payment due in FULL upon all cancellations without a ONE MONTH advance notice.

Phone #	Fax #	E-mail	Web Site
800-883-9883	360-668-7509	info@AcademicEntertainment.com	www.AcademicEntertainment.com



Academic Entertainment,

Proudly Presents

Technological Music Production

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Contact Us

**Call us toll free:
1-800-883-9883**

Book this Act!

**Please click here
to receive email
updates about
upcoming
programs in
your area...**

With Brent Daniels, Technological Song Writer and Recording Artist

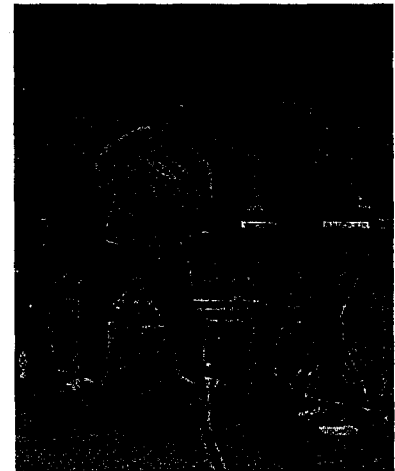
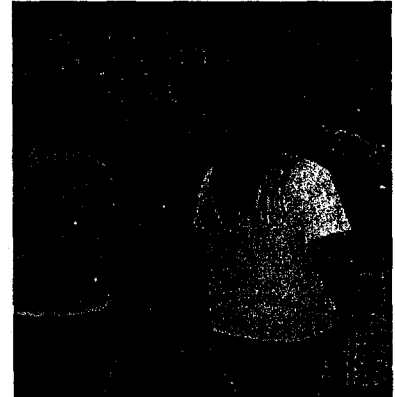
Age Range: K-12

Brent Daniels is a composer, sound designer and recording artist who uses the latest in computer technology to sculpt sound and create music. With a Digital Sampling Workstation, Brent creates an exciting and entertaining performance, while showing the students the important relationship between computers and composing in today's recorded music.

- **Watch Movie**
- **Download Flyer (PDF)**
- **Contact Us about Booking this Act**

RED RIBBON ASSEMBLY - Having worked in the music industry in Los Angeles for the past eight years, Brent has had personal experiences with drug abuse through friends and colleagues, and can talk with students about the importance of choosing a drug-free life.

Students will have the opportunity to participate in his shows, and to be part of on-the-spot sound creation and song composition that will raise the roof!



Credits

Brent has been entertaining students of all ages since 1993 in over 4000 schools nationwide. Currently a recording artist living in the Los Angeles area, some of his outstanding repertoire include these movie and television soundtracks:

- Scary Movie 2
- 3000 Miles to Graceland

- Charlie's Angels
- "Road Rules" & "The Real World" - MTV
- "Ripley's Believe It or Not!"
- Masterminds
- Mortal Combat: Annihilation
- In Gods Hands
- Gossip
- "Le Femme Nikita" USA Network Original T.V. Series



Coming in June 2006:

Brent Daniels has a track of music in the movie - The Lake House

Read More...

You will be amazed at the way in which Brent relates to children, and how out the musician in everyone.

Testimonials

"Dear Brent -

What a fantastic talent you have. I love that you are using your talents to about staying in school and remaining drug free. I truly enjoyed your program Elementary."

Jane Dougherty
Eastridge Elementary School
Amarillo, TX

"Brent provided a wonderful assembly for our school! He is extremely talented with an enthusiastic attitude, which he conveys to the students. The children were and thoroughly enjoyed the performance. I liked the way Brent summarized school and how it relates to his profession.

I would have no problems booking an assembly from Academic Entertainment. It was an outstanding program every time! Keep in touch!"

Chuck Gameon - Principal
Choteau Elementary School
Choteau, MT

"Amazing assembly. We have had nothing but positive comments and recommendations from everyone interested and it was just an interesting, amazing, uplifting experience. I would recommend Brent Daniels to surrounding High Schools. He was phenomenal."

Zach Parks - Student Body President
Anaconda High School
Anaconda, MI

"Brent captivated the attention of our 6th, 7th, and 8th graders for the whole assembly."

entertained and motivated to do better in school so they can be whatever
Cheryl Mowry - Principal
Riverton Middle School
Riverton, WY

*"Dear Brent Daniels,
I have received many positive comments regarding today's assembly. Our
distracted easily and have a short attention span, but I was impressed with
stay engaged in your performance for a whole hour. I loved the way you
in your program! Our students have many handicaps, but you handled them
and respect. The smiles on the faces of the volunteers were evidence of them
being included in the program."*

Phoebe Bernhardt - Principal
Highland Pines School
Caro, MI

1-800-883-9883

e-mail: **info@AcademicEntertainment.com**

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: May 7, 2007
SUBJECT: Approve the Community-Based English Tutoring (CBET) Program Application, Fiscal Year 2007-2008

BACKGROUND: The State has approved apportionment for the Community Based Tutoring (CBET) Program. The allocation is based on the number of Limited English Proficient (LEP) students identified in the Annual Language Census. The purpose of the CBET funds is to provide free or subsidized programs of Adult English language instruction to parents or community members who pledge to provide personal English language tutoring to California students with limited English proficiency. The Board needs to approve the Community-Based English Tutoring (CBET) Program Application, Fiscal Year 2007-2008.

RATIONALE: The approved Notification of Intent will allow Tracy Unified School District participatory status for funding which encourages family members and others to provide personal English tutoring to children of limited English proficiency. This meets Strategic Goal #1, Quality Curriculum.

FUNDING: Funding for this program is provided by the Department of Education based on the LEP student count for Tracy Unified School District.

RECOMMENDATION: Approve the Community-Based English Tutoring (CBET) Program Application, Fiscal Year 2007-2008.

Prepared by: Walter Gouveia, Director of Adult and Career and Technical Education

Community-Based English Tutoring Program Application Form, Fiscal Year 2007-08

Submission Postmark Deadline: June 1, 2007

Please complete the following information to request Community-Based English Tutoring (CBET) program funds:

Local Educational Agency (LEA) Information

Name of LEA Tracy Adult School County/District Code 39 / 75499
Charter School No. _____

Mailing Address 1902 N. Corral Hollow Road

City Tracy State CA Zip Code 95376

Program Contact Person

Name Walter J. Gouveia

Title/Office Director of Adult, Career and Technical Education

Telephone Number (209) 830 - 3384 x _____ FAX Number (209) 830 - 3385

E-mail

Address wgouveia@tusd.net

The LEA listed above hereby **requests** allocation of funds from the California Department of Education (CDE) to participate in the CBET Program for fiscal year (FY) 2007-08.

Assurances

The signature of the superintendent or designee of this form acknowledges that the following general assurances will be observed.

1. The conditions established pursuant to California *Education Code (EC)* sections 300-340, and California *Code of Regulations (CCR)*, Title 5, sections 11300-11315.5 will be met by the LEA in the administration of this program.
2. The LEA will use fiscal control and accounting procedures that will ensure proper disbursements and accounting of state funds paid to that agency under the program. The LEA will make all records available for audit when requested.
3. Funds may be used for direct program services, community notification processes, transportation services, and background checks related to the adults participating in the tutoring program.
4. The LEA will be responsible for expending these funds to provide free or subsidized adult English-language instruction for parents or community members who have pledged to provide personal English-language tutoring to English learners kindergarten through grade twelve.

5. Pledge records will consist of the following information: name of school district, name of school, and the name and signature of parent or community member committed to tutor English learners. These records will be maintained for audit.
6. A CBET plan will be adopted by the local governing board and include elements of instruction and achievement information as described by *EC* Section 317. The data collected shall be used, by the governing board, to review and revise the plan as necessary, not less than once every three years, and be made available to the state as requested.

Certification and Signature

I certify that: (1) the planned allocation and expenditures of funds for the CBET program are for educational services for eligible participants; (2) the expenditures of funds and the programmatic activities will be conducted in accordance with federal and state statutes and regulations, including the assurances contained in this application; (3) full records of program activities and expenditures will be maintained and made available for review and/or audit by the CDE and/or the representatives or designees of the Department; and (4) a CBET plan has been written in accordance with California *EC* sections 315-317, and *CCR*, Title 5, sections 11315 and 11315.5.

I hereby certify that I have read the conditions contained in this document and agree to comply with all requirements as a condition of funding and that to the best of my knowledge the information contained in this CBET application form is complete and correct.

James Franco

P Name of Superintendent or Designee

Signature of Superintendent or Designee

Date

Board Approval

Greg Crandall

Print Name of Presiding Officer of Governing Board

Board Approval Date

Signature of Presiding Officer of Governing Board

Date

This CBET Application Form, FY 2007-08 is to be submitted to the CDE and postmarked on or before June 1, 2007. Return this form to:

Veronica Aguila, Administrator
Language Policy and Leadership Office
California Department of Education
1430 N Street, Suite 4309
Sacramento, CA 95814-5901

C.B.E.T. - Community-Based English Tutoring

“The more a parent or guardian is involved in the education of his or her child the better the child will perform in school.”

It is the intent of the program to encourage adult student partnerships in raising the general level of English knowledge in the community. CBET funds will be utilized to subsidize adult education instruction to parents and other community members who pledge to provide English tutoring to K-12 limited English speakers.

CBET Plan:

1) Direct Program Services

Tracy Adult School is currently and will provide programmatic services addressing the needs of English language acquisition and tutoring skills for parents whose primary language is not English. Many of our adult learners are parents of K-12 students. All adult students are assessed of their English language proficiency and placed appropriately. Upon entrance and placement in our program, the student is encouraged to fill out and sign a community-based English tutoring pledge card. Our current ESL/CBET sites are Tracy Adult School, Larch-Clover Community Center and North Elementary School. We are trying to expand our program to Central Elementary School and Bohn Elementary School.

Timeline

Responsibility

July 1, 2007 – June 30, 2008 Administrator: Walter J. Gouveia

2) Parental Recruitment of English learners

Biannually, a Tracy Adult School course catalog is mailed to 32,000 mailing addresses in the Tracy Unified School District service area. Additionally, district and school notifications will encourage parents of K-12 English learners to provide tutorial assistance. Parents of English learners, who are also English learners, will be asked to enroll at Tracy Adult School. Programmatically, all adult students are encouraged to become involved at the school that his or her child attends. Tracy Adult School's motto is “Educational Opportunities for the Life Long Learner.”

Timeline

Responsibility

July 1, 2007 – June 30, 2008 Administrator: Walter J. Gouveia

3) Documentation – Literacy Training for Adults

All Tracy Adult School students are assessed of their English language knowledge upon entrance and placed accordingly to their abilities. Each semester, all ESL and high school diploma candidates are assessed with a pre test – CASAS – Reading Test – Life & Work. After fifty hours of attendance, the student/students are post-tested with a CASAS – Reading Test – Life and Work. The student/students cannot be pre and post assessed using the same test. When a student is registered, his/her personal data is recorded in ASAP. After taking assessments, that information is scanned and entered into TOPSpro. ASAP and TOPSpro are electronically interfaced. If a student has achieved a five point gain between the pre and post test on the CASAS-assessment, he/she has achieved a benchmark. For example, in sequence, if the student is in Level 1 in ESL literacy, takes the CASAS Level A,

scores 200 on the pretest and 205 on the post test, he/she could exit to Level 2 – ESL literacy. The student, now, enters with a 205 pretest CASAS Level B, takes the post test and scores 222. He/she can move into CASAS Level C. If the students score 235 on the CASAS Level C and/or passes the T.A.B.E. Test of Adult Basic Education, he/she can forward their education through the high school diploma program. (SEE ATTACHMENT A) If one follows the sequence, one could conclude that there is academic growth and achievement taking place. Subsequently, if the adult has academically progressed in English and Literacy and committed to tutor his/her child/children, the K-12 child's academics should have progressed.

<u>Timeline</u>	<u>Responsibility</u>
July 1, 2007 – June 30, 2008	Administrator: Walter J. Gouveia

- 4) **Projected Goals of the Program – Adult Participant's Educational Achievement**
 The goal is academic achievement. Annually, all WIA Title II 231 Grant funded agencies are required to compare their final CASAS assessment results with the NRS-National Record System Core Performance Indicators for Literacy Goals. (SEE ATTACHMENT B) If the agency meets or surpasses the goal, then we have evidence of educational achievement. In order to obtain this data, each ESL and adult diploma student must be pre and post assessed with the CASAS. In addition, a CBET data worksheet will be kept on all programmatically identified students which will identify educational achievement. On this worksheet, the name and ELD academic progress of the K-12 child is also listed. Progress or lack of progress will be identified. (SEE ATTACHMENT C) If progress does not take place, the agency will face limited financial assistance the following year.
 Technologically, the K-12 MIS Aeries system will have to communicate with the Adult Ed MIS system in order to complete the CBET data worksheet. At this point in time, the systems cannot communicate. Solutions will be found in order to fulfill this requirement.

<u>Timeline</u>	<u>Responsibility</u>
July 1, 2007 – June 30, 2008	Administrator: Walter J. Gouveia

- 5) **Financial Sources**
 Tracy Adult School will utilize our WIA Title II 231 Grant funds and our mandated ADA funding to supplement the CBET Grant. Since K-12 and Adult Education-CBET funds can be co-mingled, T.U.S.D. will be financially participating. Other federal, state and local funding sources will be pursued.

<u>Timeline</u>	<u>Responsibility</u>
July 1, 2007 – June 30, 2008	Administrator: Walter J. Gouveia

- 6) **Measurable English Language Progress**
 Annually, upon final submission of the TOPSpro data, results are analyzed by administrators and staff. Curriculum, instruction, assessment, research and staff development is addressed and adjust to meet the identified needs.

<u>Timeline</u>	<u>Responsibility</u>
July 1, 2007 – June 30, 2008	Administrator: Walter J. Gouveia

- 7) Collecting and Analyzing Data for Updating the CBET Plan
All adult ESL students must be registered and assessed utilizing the CASAS assessments. After fulfilling a pre/post assessment and teacher created assessments, the skill levels of reading, writing or speaking the English language will identify results. Programs will address these results accordingly.

Tracy Unified School District's goal is one hundred percent attendance. Since a CBET Data Worksheet will be utilized to identify the tutor and the corresponding ELD student, the pupil attendance will be monitored. In addition, the CBET Data Worksheet lists CELDT Scaled Score & Proficiency Level and CST Proficiency for both 2007 and 2008. If the K-12 pupil is making academic progress, the corresponding scores will indicate that. Subsequently, adult to K-12 student tutoring will be effective.

Timeline

Responsibility

July 1, 2007 – June 30, 2008 Administrator: Walter J. Gouveia

TRACY ADULT SCHOOL ESL PROGRAM

CASAS LEVEL A entry upto 200 exit at 205 CASAS READING TESTS Life & Work 081R/082R/081RX/082RX	CASAS LEVEL B entry at 205 exit at 222 CASAS READING TESTS Life & Work 083R/084R/185R	CASAS LEVEL C entry at 222 CASAS READING TESTS Life & Work 0185R/0186R/187R/188R
CORE TEXTS Laubach 1 Stand Out Basic Side by Side book 1	CORE TEXTS Laubach 2 and 3 Stand Out book 2 Side by Side book 2	CORE TEXTS Laubach 4 Stand Out book 4 Side by Side book 3 and 4
OTHER RESOURCES Ready to Go book 1 Themes for Today Composition Practice 1 Word by Word Literacy Plus Home to School Easy True Stories EASY CDs 1 - 7	OTHER RESOURCES Insights for Today Composition Practice 2 Password 1 and 2 EASY CDs 8 - 12	OTHER RESOURCES Challenger 3 - 8 Grammar in Context 3 Beyond True Stories
GRAMMAR OBJECTIVES As in Stand Out Grammar Basic	GRAMMAR OBJECTIVES As in Stand Out Grammar 2	GRAMMAR OBJECTIVES As in Stand Out Grammar 4
SCHEDULE		
Morning: Monday - Friday 8:30 - 11:30 M - F 8:30 - 10:00 Self-study/10:00 - 11:30 class		Afternoon: Monday - Friday 12:00 - 3:00 M - Th 12:00 - 1:30 Self study/1:30 - 3:00 class Friday: Self - study all afternoon
LEVEL 1 AND 2 MAY BE MERGED ON MONDAY AFTERNOON		LEVEL 2 AND 3 MAY BE MERGED ON FRIDAY AFTERNOON
MEETING TIME AS NEEDED - FRIDAY 12:30		

Summary of California WIA Title II NRS Core Performance Indicators for Literacy Goals from 2000-2007

Entering Educational Functional Level		2000-01		2001-02		2002-03		2003-04		2004-05		2005-06		2006-07	2007-08
		Performance Goal	Performance (Against all Enrollees)	Performance Goal	Performance (Against all Enrollees)	Performance Goal	Performance (Against all Enrollees)	Performance Goal	Performance (Against all Enrollees)	Performance Goal	Performance (Against all Enrollees)	Performance Goal	Performance (Against all Enrollees)	Performance Goal	Performance (Against all Enrollees)
		%	%	%	%	%	%	%	%	%	%	%	%	%	%
ABE Beginning Literacy			22.6		25.7		21.2		23.3		25.1		24.2		25.0
ABE Beginning Basic			33.2		36.4		36.4		41.1		43.0		41.4		43.0
ABE Intermediate Low			34.5		37.7		38.1		33.8		37.6		33.5		36.0
ABE Intermediate High			29.3		29.9		29.6		29.3		30.4		27.4		31.0
ASE (2007-08)	ASE Low		13.6		25.4		24.6		22.1		24.7		21.5		25.0
	ASE High		26.9		28.3		30.5		29.3		26.2		24.8		25.0
ESL Beginning Literacy			30.6		32.2		33.6		35.4		38.7		40.1		41.0
ESL Beginning (Low 2006-07)			26.7		28.4		30.2		31.1		32.6		34.3		35.0
ESL Beginning (High 2006-07)															36.0
ESL Intermediate Low			37.0		39.8		40.6		42.4		42.9		43.3		44.0
ESL Intermediate High			39.7		43.0		42.8		43.3		43.0		42.3		44.0
ESL Advanced Low			21.7		22.7		22.6		22.6		22.2		21.7		23.0
ESL Advanced High			17.7		19.3		18.8		18.3		17.7		19.7		N/A
Core Follow-Up Outcome Measures *			%		%		%		%		%		%		%
GED/HS Completion			26.7		31.7		27.6		28.8		27.9		26.5		30.0
Entered Employment			17.8		54.5		54.4		54.6		50.2		49.9		58.0
Retained Employment			34.3		85.7		81.9		82.4		87.0		91.4		91.0
Entered Postsecondary Education			11.7		60.4		53.5		54.9		57.2		47.3		57.0

CASAS 2007

ATTACHMENT C

[illegible]



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: May 11, 2007
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Wiltse, Carol

CERTIFICATED

Art (Replacement) (Intern)
Williams Middle School
Class III, Step 1 \$40,276
Funding: General Fund

BACKGROUND:

Anderson, Khanesha

Hampton, Terri

Jimenez, Olivia

Hager, Annette

Pereira, Christopher

Ramirez, David

CLASSIFIED

Special Ed Para Educator I (Replacement)
Williams Middle School
6 hours per day
Range 24, Step A - \$12.00 per hour
Funding: Special Ed IDEA Grant

I.E.P. Para Educator I (Replacement)
McKinley
3 hours per day
Range 24, Step A - \$12.00 per hour
Funding: Special Ed IDEA Grant

Food Service Worker (Replacement)
Central School
3.5 hours per day
Range 22, Step A - \$11.46 per hour
Funding: Child Nutrition School Program

School Supervision Assistant (Replacement)
Louis Bohn School
2 hours per day
Range 21, Step A - \$11.21 per hour
Funding: General Fund

Custodian I (Replacement)
Jacobson Elementary School
8 hours per day
Range 31, Step A - \$14.12 per hour
Funding: General Fund

Bus Driver/Custodian/Groundskeeper (New)
8 hours per day
Range 36, Step D - \$18.26 per hour
Funding: Transportation Special Ed 50%; General
Fund 25%; Ongoing & Major Maintenance 25%

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *gm*
DATE: May 11, 2007
SUBJECT: Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Edward, Diana LSH	Special Ed	June 1, 2007	None Given
Fontana, Melinda RSP	McKinley	June 1, 2007	None Given

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Bowers, Gerry Business	Duncan-Russell	June 1, 2007

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Fojo, Lisa Para Educator I	McKinley	6/01/2007
Hendersen, Julie Special Ed Para Educator I	Bohn	6/01/2007
Riddle, Melissa Special Ed Para Educator I	THS	06/01/07

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Gomes, Linda K-5 Library Technician	Central	06/30/2007
Keller, Betty Library Media Assistant II	George Kelly	06/30/2007
McKague, Paula Academies Secretary/AP Coord.	WHS	06/09/2007
Vieira, Olivia Student System Technician	ISSET	06/29/2007

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

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From:  C. Goodall, Assistant Superintendent for Business

Date: May 11, 2007

SUBJECT: Approve Board Policy 3541.1 School Related Trips and Acknowledge Administrative Regulation 3541.1 School Related Trips (5th Reading – Intent to Adopt)

BACKGROUND: In March of 2006 an audit was conducted of Board policies and administrative regulations. The audit identified the status of specific policies and regulations, and detailed requirements to bring these documents into compliance with guidelines with the California School Boards Association (CSBA). Recommended changes ranged from adding required policies, to making minor changes, to adopting language already in place, but for which no adoption date is identifiable.

RATIONALE: BP 3541.1 includes language which was approved earlier but is modified to comply with CSBA recommendations. AR 3541.1 includes language recommended by CSBA and Trustees with differences highlighted in bold lettering. The Board reviewed proposed language at their September 12, 2006 and recommended staff share the proposed language with High School Staff for additional input.

FUNDING: Not Applicable.

RECOMMENDATION: Approve Board Policy 3541.1 School Related Trips and Acknowledge Administrative Regulation 3541.1 School Related Trips (4th Reading – Intent to Adopt)

SCHOOL-RELATED TRIPS

The district may provide transportation in buses or other school or public transportation vehicles for field trips and excursions in connection with instruction or school-related social, educational, cultural, athletic or school band activities.

School-related organizations requesting transportation shall be fully responsible for the cost of their trips unless funding has been approved by the Governing Board.

The Superintendent or designee shall determine the most appropriate and cost-effective mode of transportation for each approved trip.

Transportation Using District Owned Vehicles

The Superintendent or designee may authorize for the transportation of students in district owned vehicles for approved field trips and activities when the vehicle is driven by a properly licensed district employee who has received written safety and emergency instructions which shall be kept in the vehicle, and who has viewed, at least annually, a safe driving video.

Transportation by Private Vehicle

The Superintendent or designee may authorize the transportation of students by private automobile for approved field trips and activities when the vehicle is driven by an adult who has registered with the district for such purposes.

When district transportation is provided, students may be released from using district transportation only with the advance written permission of their parent/guardian.

Transportation by School Bus and Charter Bus

The Superintendent or designee may authorize the transportation of students in buses or public transportation vehicles for field trips and excursions in connection with instruction or school-related social, educational, cultural, athletic or school band activities.

School-related organizations requesting transportation shall be fully responsible for the costs of their trips unless funding has been approved by the Governing Board.

SCHOOL-RELATED TRIPS

Legal Reference:

EDUCATION CODE

35330 Excursions and field trips

39830 School Bus

39830.1 School pupil activity bus

39835 Use for community recreation

39837 Transportation of pupils to places of summer employment

39860 Transportation to special activities by district

44808 Liability when students not on school property

VEHICLE CODE

27315 Mandatory use of seat belts in private passenger vehicles

27360-27360.5 Child passenger restraint systems

27363 Child passenger restraint systems, exemptions

SCHOOL-RELATED TRIPS

A. Purpose and Scope

To provide guidance and direction for all District Staff, students, parent transportation-providers and the Transportation Department regarding the transportation of students. This regulation governs scheduling of buses, maintenance and use of district vehicles and private vehicles.

This regulation applies to the transportation of students on school-related trips which meet any of the following criteria:

1. A stipend is paid to an employee to provide supervision at an event to which the one or more students are being transported.
2. One or more students being transported are participants in a school related activity and officially represent the school (sports teams, etc.)
3. One or more students are transported to a school related event which occurs during normal school hours.
4. One or more students are being transported in a vehicle designed to transport ten (10) or more passengers.

Activities **NOT** included in this regulation include transportation to and from activities which are not sponsored by, nor related to Tracy Unified School District, nor district or school-related activities :

1. In which the students are observers rather than participants (such as audience members at an athletic event, school board meeting, etc.).
2. In which students are departing from a location other than their school in a vehicle which is not owned by Tracy Unified School District, and which is designed to transport nine (9) or fewer passengers (such as proms, dances, etc.)
3. On a district-owned vehicle providing home-to-school and school-to-home transportation.
4. In which students leave campus to attend a non-school activity (dentist appointments, etc).

B. General

Transportation by Private Vehicle

A driver may transport students to district sponsored activities by private vehicle when the vehicle is driven by any driver who possesses a valid California driver's license or a valid license from his/her state of residence if he/she is a nonresident on active military duty in California. To be authorized, a driver shall have a good driving record and possess insurance at the following levels:

SCHOOL-RELATED TRIPS

Liability	\$100,000 each person \$300,000 per occurrence or \$300,000 Single Limit
Property Damage	\$ 25,000
Medical	\$ 5,000 while riding as a passenger

C. Forms used and Additional References

1. Vehicle Use Form for district vehicles
2. Vehicle Inspection Report
3. Repair Request Form
4. Field Trip Request Form

D. Procedure**Transportation Using District Owned Vehicles**

Each school/department must submit a vehicle use request form to the Transportation Department at least fifteen (15) working days in advance of the trip date. Verbal requests will NOT be accepted. It is understood that in some circumstances, it is not practical to submit a request fifteen days in advance. In these circumstances, the transportation department will attempt to promptly process the request. It cannot be guaranteed that transportation will be provided.

The request must include school/department, drivers name and license number, destination, time, passenger count and principal, director or administrative signature. District employees may ONLY use district vehicles. District vehicles MUST be picked up and returned to the District Service Center on the corner of Lowell Avenue and Corral Hollow. Each vehicle MUST be parked in the stall from which they were taken.

Each driver shall be responsible for checking and documenting the following items prior to departing the transportation yard.

- a) The driver has reviewed and understands the written safety and emergency instructions, which will be maintained in the vehicle while under the control of the driver
- b) The driver has viewed, at least annually, a safe driving video
- c) Fluids will be checked by the Transportation Department.
- d) All lights (including turn signals and brake lights)
- e) Check windshields for damage, windshield wipers and mirrors.

SCHOOL-RELATED TRIPS

- f) Tire Condition
- g) Ensure first aid kit, fire extinguisher and reflectors are present and operable.
- h) Check doors for proper operation
- i) Check last date of inspection (must be within 90 days)

Any noted defects **MUST** be brought to the immediate attention of the Transportation Department.

Documentation of any vehicle malfunctions during the trip **MUST** be noted on a vehicle inspection report and turned into the Transportation Department at the end of each trip.

The inspection is **IMPORTANT** to ensure vehicle safety. Each vehicle is inspected by a qualified mechanic every 90 days. If a driver finds a problem with a vehicle, he/she should notify the Transportation Department **IMMEDIATELY**.

Transportation by Private Vehicle

Any person providing transportation in a private vehicle shall register, and be approved by an authorized employee designated by the site administrator. The authorizing employee shall check to ensure the driver has a valid driver license and adequate insurance, and shall ensure the driver is provided written safety and emergency instructions, and has viewed, at least in the last year, a safe driving video.

Drivers shall receive written safety and emergency instructions which shall be kept in their vehicle.

All student passengers shall submit permission slips signed by their parent/guardian. Teachers shall ensure that each driver has a copy of the permission slip for each student riding in his/her vehicle.

The number of passengers, including the driver, shall not exceed the capacity for which the vehicle was designed. Motor trucks may not transport more persons than can safely sit in the passenger compartment. The driver shall also ensure that the manufacturer's recommendations for his/her vehicle are followed regarding the seating of children in seats equipped with airbags.

SCHOOL-RELATED TRIPS

All drivers shall wear safety belts in accordance with law. In addition, drivers shall ensure that:

1. A child who is under age 6 and under 60 pounds, unless exempted in accordance with Vehicle Code 27360, is properly secured in a rear seat in an appropriate child passenger restraint system meeting federal safety standards.
2. All other children are properly secured in either a child passenger restraint system or safety belt.
3. All other passengers wear seat belts.

Drivers shall be required to possess a valid **vehicle insurance certificate/card** which verifies liability insurance as prescribed in B.1 above.

Transportation by School Bus and Charter Bus

Each school/department must submit an Application for Bus Transportation Form to the Transportation Department at least fifteen (10) working days in advance of the trip date. Verbal requests will NOT be accepted. It is understood that in some circumstances, it is not practical to submit a request ten days in advance. In these circumstances, the transportation department will attempt to promptly process the request. It cannot be guaranteed that transportation will be provided.

The request must include school/department, destination, time, passenger count and principal, director or administrative signature.

E. Reports Required
J-141

F. Record Retention
Transportation Office

G. Responsible Administrative Unit
Business Services

H. Approved By
Assistant Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

To: James C. Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: May 11, 2007

Subject: Approve the Plan to Provide Water that Meets the Federal Arsenic Rule and Water Quality Standards Requirements for Delta Island School

BACKGROUND: Delta Island School (DI) has been routinely monitoring the water at the school for contaminants; however, effective January 1, 2007 the Environmental Protection Agency (EPA) put into place enforcement procedures for a reduced maximum contaminant level (MCL) of arsenic from 50ug/L to 10 ug/L. On March 6, 2007, TUSD received water sample results showing arsenic levels of 15 ug/L at DI School.

On March 13, 2007 the School District received a "Notice of Non-Compliance-Federal Arsenic MCL Violation", stating that DI School is in violation of the National Revised Primary Drinking Water Regulations, Federal Arsenic Rule. The San Joaquin County Environmental Health Department (SJCEHD) requires that TUSD submit a "Plan" by June 1, 2007, which outlines the timeline and proposed action the District intends to undertake in order to meet the water quality standards rules at Delta Island School.

RATIONALE: Wilson Architecture, Inc. has prepared the attached plan to meet the water quality rules, which must be submitted to San Joaquin County EHD by June 1, 2007 for approval.

Step One: "Notification" and Step Two: "Interim Measures" have already been implemented. Pending SJCEHD approval of this plan, the District will proceed with Step Three: "System Design". TUSD will receive bids for a Design/Build system for a new water treatment system that will meet water quality criteria. Upon acceptance of a Design/Build contractor and approval of plans by the appropriate agencies, installation and testing of the system will begin.

FUNDING: Initial funding will be from the Deferred Maintenance Fund. A pre-assessment for reimbursement through the Emergency Repair Program has been preliminarily approved by The Office of Public School Construction. Initial estimates for the project are \$250,000.

TIMING: The plan must be submitted to the San Joaquin County Environmental Health Department by June 1, 2007.

RECOMMENDATIONS: Approve the Plan to Provide Water that Meets the Federal Aresnic and Water Quality Standards Requirements for Delta Island School

Prepared by: Bonny Carter, Facilities Accountant/Analyst



**WILSON
ARCHITECTURE, INC.**

609 15TH STREET
MODESTO, CA 95354-2510
(209) 577-0114
(209) 577-0116 FAX
Drafting - wildraft@pacbell.net
Office - arcnorm@pacbell.net

March 16, 2007

Tracy Unified School District
1875 W Lowell Ave.
Tracy, CA 95376
Denise Wakefield

RE: Delta Island School Water System

Dear Denise,

Based on our conversations and those I have had with Tom McCoy, we have prepared this preliminary plan for the replacement of the existing water system (Domestic / Community Water System) at Delta Island School. There are several steps that must be taken and approvals at each stage to complete the work, to meet the new State Water Standards.

STEP ONE: NOTIFICATION

The District must by law send out and post the required notices about the well condition. This needs to be completed no later than April 6, 2007, based on the inspection report by the San Joaquin County Environmental Health Department.

STEP TWO: INTERIM PROPOSAL TO SJCEH

The District should prepare a proposed "Interim Measures" letter to the SJCEH to establish the proposed measures the District intends to put in place at the School Site, while the new water system is designed and submitted for approval by the County and State Agencies. Since this review process can be quite lengthy, interim measures must be put into place to insure the safety of the students and staff at the site. The intent would be to minimize or eliminate the possible interaction with the contaminated water.

Various methods are available, but we would suggest:

1. Install wall mounted aerosol foam antiseptic dispenser at each sink.
2. At the same time, continue to provide bulk water for each drinking fountain. Insure any fountain not so equipped shall be disconnected.
3. Install wall mounted aerosol foam antiseptic dispenser at each toilet



TO: Tracy Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Delta Island Water System

March 16, 2007
Page 2

compartment.

STEP THREE: SYSTEM DESIGN

Since the District is a Public Agency, it should prepare and advertize for bids to complete a Design/Build system design for a new water system that will meet the criteria of SJCEH and the State. This should include the details for hauling and removal of the by-product waste.

Once bids are received, the District needs to award the project for design. The prevailing bidder shall prepare the initial design documents, and submit to the District for review. Upon District review, the designer shall submit the proposed design to SJCEH for their review. Once their review is complete the contractor shall revise the system design and make the appropriate re-submittal, and receive final approval.

Approx. Duration: 1.5 months (bidding)
.5 months (award)
2.0 months (system design)
2.0 months (est. County review and approvals)

STEP FOUR: SYSTEM PURCHASE/EQUIPMENT ORDER

Once final approval is given by the County, the bidder shall order the system components for assembly

Approx. Duration: 8.0 weeks

STEP FIVE: INSTALLATION

Once the system is received, the existing water well system will be disconnected and removed. The new system will be installed, calibrated and test operated.

The District will bid and install a protective Roof/Cover over the new water system, which shall be installed at the time the system is ready to be test operated.

Approx. Duration: 1.5 months

STEP SIX: TESTING

The system must be inspected and new water tests taken after an appropriate start up period. The new tests shall be returned and submitted to SJCEH for review. Once accepted, the County will make a final Inspection and certify the well for operation and a new Community Water System Permit.

Approx. Duration: 1.5 months



TO: Tracy Unified School District
FROM: Norman Wilson, Wilson Architecture, Inc.
SUBJECT: Delta Island Water System

March 16, 2007
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Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Norman E. Wilson, AIA

NEW:jph K:\WPData\Schools\Tracy USD\07839 Timeline for Water System @ Delta Island School v2.frm



QUALITY SERVICE, INC.

Water & Wastewater Operations
A General Contractor LIC # 834488
27348 E Hwy 120 Escalon, CA 95320
Telephone: (209) 838-7842
Fax: (209) 838-0699

February 9, 2007

Tracy Unified School Dist.
1875 W. Lowell Ave.
Tracy, Ca. 95376

Re: Delta Island School
Water Treatment Equipment
11022 W. Howard Rd.
Stockton, Ca. 95206

This proposal is for all of the equipment, materials and labor to reduce the Arsenic, Manganese, and Iron in the Delta Island School potable water well. To identify the levels of these inorganic metals the school site was experiencing in the drinking water, analytical samples were collected and analyzed by FGL Laboratory. Once the analytical results were read, a pilot system was set up and ran by the equipment manufacturer representative to identify what type of treatment would work using different oxidizers and media to precipitate the minerals. The pilot system ran well and we were able to eliminate enough Arsenic, Manganese, and Iron to bring the levels below the MCL required by the state. After the pilot study was complete and the analytical results were reported they were submitted to the equipment manufacturer for review and design for the treatment equipment.

PROJECT DETAILS:

1. Well Pump and Components:

Submersible Pump:

- Replace existing submersible pump, pump will be sized to meet flow rate demand of treatment equipment.
- New drop pipe and connections from pump to discharge head.
- New electrical wire from pump to junction box.

- New fuses or possible starter if needed to meet pump specifications.
- New well head seal, vent and flexible conduit.
- New discharge piping, check valve, flushing port, isolation valve.
- Re-plumb to incorporate existing water totalizer meter and sand filter in pump discharge piping.
- A cement pad and post have already been set around the well area for some time. As part of this project we will finish the security fencing by enclosing the perimeter/ area with a cyclone, green privacy plus 6' height fence with one man-way 3' entrance.

2. Arsenic Removal Treatment Plant Proposal:

Treatment method: Co-precipitation Filtration

Design Criteria:

- Removal of Arsenic <3 PPB
- Removal of Iron (FE) and Manganese (MN) to below secondary standards
- Treated backwash for land application (landscape)
- Discharge from treatment plant and adequate free available chlorine (FAC) level to meet state regulator residual levels throughout distribution system

Treatment Plant Design Flow Rate and Water Quality:

- Flow Rate: 20 GPM
- As Level: 40 PPB (approx)
- Fe Level: 20 PPM (approx)
- Mn Level: 15 PPM (approx)

Co-precipitation Requires The Fe Levels In The Raw Water To Be A Minimum Of 20 Times The As Levels:

For this project, the Fe level is appropriate to meet this requirement

Treatment Design Overview

Co-Precipitation Pre-Treatment:

Sodium Hypochlorite Injection Package

Precipitation of Iron (Ferrous to Ferric) and Manganese, Conversion of Arsenic As (III) to Arsenate As (V)

Co-Precipitation

Iron and Arsenic = Ferric Arsenate

DISINFECTION SYSTEM REQUIREMENTS:

- Approx. 40 PPM demand, .2 PPM residual
- Injection levels: Approx. 4.4 gal./ day of 12% sodium hypochlorite (chlorine) required

EQUIPMENT SPECIFICATIONS

Sidestream Injection Package is designed to safely and efficiently draw sodium hypochlorite from a 55 gal. barrel or tote of 12% sodium hypochlorite. System equipment consists of:

- Grundfos CR1-2 vertical multi-stage end suction centrifugal pump, stainless steel fitted, 1/3 HP 1PH/230V TEFC motor, designed to produce 2.5 GPM at 50 PSI discharge
- Mazzei injector #583 designed to draw an adequate level of sodium hypochlorite
- Manual flow meter for visual inspection of sodium hypochlorite being injected with manual throttling valve
- Mazzei injector package shall be pre-fabricated: 2" Sch 80 PVC assembly consisting of all pipe, valves, fittings, unions, pressure gauges to simplify installation
- Barrel gauge to allow operator to see if sodium hypo level is low for change-out
- Barrel low level alarm wired to the PLC which will turn on a red strobe light and shut plant

Co-Precipitation Filtration:

Arsenic, Iron, Manganese Filtration Package

EQUIPMENT SPECIFICATIONS

1 EA MM-3072-1A *MANGANESE DIOXIDE* filtration system designed to remove Ferric Arsenate and oxidized manganese. Filter unit to contain the following:

- (1) Carbon steel tank externally coated with a UV and moisture resistant polyurethane and internally coated with an epoxy abrasion and corrosion resistant coating, 100 PSI rated
- Tank is 30" diameter x 72" sideshell
- PLC controller with pneumatically actuated solenoid valve bank shall control all equipment proposed, valves shall be pneumatically actuated diaphragm valves. Automatic controller shall provide labor-saving, unattended automatic backwash on a time selected interval. In addition, there will be included an automatic pressure differential over-ride safety circuit. Controller is 110VAC/ 1 PH powered.

- Under-drain to be 304 Stainless Steel, vessel internals to be epoxy coated, NSF Std 61 certified, very corrosive/ abrasive resistant
- Each filter tank fill shall be provided with Layne Christensen's *LayneOx* Manganese Dioxide. The total sq. ft. of media is 4.91. Media is NSF Std. 61 certified. Media installation by others.
- Tank has (2) 11" x 15" man-way entry
- 3" 150 lb. flanged inlet/ outlet connections
- Operational Information:

Filter- to- waste:

- Unit shall filter-to-waste (FTW) for 5 minutes (adjustable) at 20 GPM, as controlled by a flow control orifice valve, at start-up and after a backwash. The FTW shall be accumulated into the (1) 1000 gal. vertical poly storage tank, 72" diameter X 66" OAH, and shall be pumped on high tank level through a filter designed to remove ferric arsenate particulate. Pump designed to pump 20 GPM @ 50 PSI discharge. Pump shall be a close coupled end suction centrifugal pump with a 3 HP 3PH/230/460V TEFC motor. Treated water shall be directed to sprinkler heads or to ditch. Filter to contain a differential pressure gauge with switch designed to close at 30 PSID and is wired to a 3" red strobe light to alert operator filter maintenance (cartridge filter replacement) is required.

Backwash:

- Initiated on time with a pressure differential override, flow shall be designed for 130 GPM as controlled by use of a flow control orifice. Backwash duration shall be 5 minutes (adjustable) and shall be accumulated into (1) 1100 gal. vertical conical style poly storage tank with leg support, 90" diameter x 90" OAH. Tank's outlet shall have a tee and (2) pneumatically actuated diaphragm valves, one side supplying water to the backwash treatment and the other to the backwash supply

Backwash Treatment and Supply:

- Treatment shall consist of a 1" air powered double diaphragm pump and a 1 cu. Ft. filter press with barrel to accumulate the dry ferric arsenate cake. After the backwash accumulation tank has filled, float will initiate the backwash treatment and the PLC will delay start-up of the treatment for 30 minutes (adjustable). Backwash water shall be pumped at a design flow rate of 10-20 GPM, filtered, and re-circulated for 2 hours (adjustable) insuring the backwash will have turned over at least 2 times. After this time, the treatment will end, valves will actuate and the backwash pump will be ready for operation. Filter to contain a differential pressure gauge with switch designed to close at 30 PSID and is wired to a 3" red strobe light to alert operator filter maintenance (cake removal) is required.

- Close coupled end suction centrifugal pump shall draw from the backwash accumulation tank after the treatment cycle and supply the filter 130 GPM @ 30 PSI. Pump shall contain a 5 HP 3 PH/230/460V TEFC motor. The backwash flow from the filter will discharge into the accumulated backwash tank and the treatment process will begin again.

*All piping shall be Sch 80 PVC, interconnecting piping between components shall be by others

*Filter vessel contains manual air vents

*Unit flow rates at 20 GPM = 4 GPM/ sq. ft. of filtration area

*Filter vessel with valves, PLC and starter panels are completely assembled and mounted on a structural skid. Additional equipment supplied shall be:

- (2) Seametrics flow meters: (1) treated water, (1) backwash supply, flow computers shall monitor rate of flow and contain a re-settable totalizer, mounted in PLC cabinet
- (1) Hach chlorine residual monitor, tap located downstream of filter plant, mounted with PLC cabinet

*Saylor Beal air compressor: 5 HP tank mounted with dryer and filters, starter panel pre-piped and wired

*All equipment warranted for 1 year

SYSTEM PRESSURE DROP:

- Approx. 5 PSI clean/ 15 PSID shall initiate backwash

3. Distribution Storage:

Captive Air Bladder Tanks:

- Four new bladder tanks to replace existing bladder tanks. Estimated tanks are classified as 119 gallon tanks which will allow approximately 40 gallons of draw down per tank. These tanks will be installed in the treatment equipment area unless unforeseen conditions arise.
- New plumbing will be added from treatment equipment potable water discharge to manifold to each tank and then reconnect back into the distribution system. Valves, unions, and sample taps will all be incorporated into the plumbing.

4. Site Improvements:

Cement Pad:

- The cement pad for the treatment equipment area will be estimated at 40'x40'x6" thick with compacted soil underneath. The cement pad will be sloped to allow for water run-off. All utilities that are needed will be stubbed through the cement pad.

Security Fencing:

- Cyclone green privacy plus 6' height with one 10' double gate and one 3' man way gate will be installed around the cement pad perimeter.
- Edge of cement pad will be backfilled with soil to eliminate any edges of the cement.

Cover Area:

- A cover for the treatment equipment is not included in this proposal, due to permitting factors with DSA. The manufacturer does not require a cover over the treatment equipment, but does state that the lifespan of some of the equipment can be increased with UV protection. Quality Service Inc. would be willing to provide this addition for the Tracy Unified School District/ Delta Island School under a separate proposal or as a change order later in the project.

THE PROPOSAL FOR THE TREATMENT EQUIPMENT PROJECT AND OTHER RELATED ITEMS NOTED IN THIS PROPOSAL IS AS FOLLOWS:

PROJECT PRICE: \$187,500.00

AGREEMENT:

- Formal Purchase Order from the School District shall detail this proposal and, in addition, shall agree to the following:
 1. This price is subject to the equipment discussed above. Price may be revised should additional equipment be required after submittals have been reviewed by the EHD.
 2. Prices are firm for 60 days from the proposal date.
 3. "Submittal Fee" is 10% of project estimate (\$18,750.00):
 - Upon San Joaquin County EHD and California DHS approval and an official proceed with supplying of the equipment, the \$18,750.00 "Submittal Fee" shall be deducted from the \$187,500.00 contract price.
 - Should the submittal be rejected because of our design or for any reason not the fault of the School District, then the \$18,750.00 "Submittal Fee" will be returned 30 days after official notification.
 - Should the School District elect to abandon the project after the submittal process has begun, the "Submittal Fee" will not be returned.

EXCLUSIONS:

- Unforeseen Conditions
- Permit Fees
- Bond's
- Underground Utility(s) Damage Due to Lack of Marking or Identification



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: May 14, 2007

SUBJECT: Authorize the Assistant Superintendent for Business Services to Enter Into Agreement with Edward J. McCrary to Provide Bus Driver Trainer Services

Background: On March 27th, staff report that the transportation department is experiencing three staffing demand trends which must be addressed: rider-ship is increasing on certain routes; the unification with Holt Elementary School District demands additional routes; and, anticipated special education services require additional routes. These trends are in addition to the multi-year trend the District has experienced in which fully qualified bus drivers have not been available to fill vacant driving positions. At that time, the board authorized additional staffing and equipment to facilitate meeting transportation needs next school year.

Rationale: Currently, two drivers are being trained and five driver positions are being filled. Each trainee requires approximately 25-30 hours of classroom (multiple employees at one time) and approximately 25-30 hours of behind the wheel training per person to complete the training.

John Heerema is the only qualified driver trainer currently available in the District. For the bulk of the year, John has been providing additional training services in addition to managing the Department. So far, he has completed over 200 hours of training and a total of 8 employees (6 new and 2 renewal) have successfully obtained the school bus certificate. An additional 4 applicants have passed all written testing and are completing behind the wheel training. We are in the process of hiring 5 more employees who will need training.

However, Edward J. McCrary, the Director of Transportation for the Palmdale Unified School District, is fully qualified to provide this training, and will be available in the next several months to supplement our training program.

Funding: Training services will be provided at \$35/hour. The training will not exceed 200 hours. This will be a one time cost as the Transportation Department is preparing an existing employee to attend the CHP academy.

Recommendation: Authorize the Assistant Superintendent for Business Services to Enter Into Agreement with Edward J. McCrary to Provide Bus Driver Trainer Services

Prepared by: Casey Goodall Associate Superintendent for Business Services and John Heerema,
Director of Transportation

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Eddie, 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: Bus Drivers Training
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 200 (HR) (HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Transportation
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$3.5 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$7000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment 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 5/25, 2007, and shall terminate on 8/10, ~~2006~~ 2007
5. This agreement may be terminated at any time during the term by either party upon 10 day's written notice.
6. Contractor shall contact the District's designee, John Heerence at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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.

4. FEE:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 14, 2007
SUBJECT: Approve Site Layout for the Location of Buildings at Kimball High School and Authorize Urban Ernst Design Group to Move Forward with Construction Documents

BACKGROUND: On April 24, 2007, the Board approved a contract with Urban Ernst Design Group to plan and design the new Kimball High School based on the reuse of the plans and specifications for the Lathrop High School. On May 9, 2007, a meeting was held with the architects, District staff, outside consultants and members of the Superintendent's Facilities Committee, to review the recommendations of the architects and their engineering consultants, on how the buildings, fields and associated amenities would best fit on the Kimball High School site. The layout was complete with the understanding that in-order to "fast-track" the project the buildings need to keep their same structural "foot print" as in the previous use. During the meeting, some minor modifications were suggested to enhance some of the features and modify the recommended layout. The revised drawings reflect these changes and will be presented to the Board for approval.

RATIONALE: Upon Board review and approval of the site layout Urban Ernst Design Group will proceed with the plans, specifications and final construction drawings in order to keep the project on schedule to meet the timeline.

FUNDING: Urban Ernst Design Group's contract is funded by developer fee funds and funds from the State School Building Program

RECOMMENDATION: Approve Site Layout for the Location of Buildings at Kimball High School and Authorize Urban Ernst Design Group to Move Forward with Construction Documents

Prepared by: Denise Wakefield, Director of Facilities



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 22, 2007
SUBJECT: Approve Wayne Gilbert, Gilbert Inspection as the District's Division of the State Architect (DSA) Certified Inspector for the West High School Stadium and Pool Project and Charles Walker, Charles Walker Inspection Service as the District's Inspector for Tracy High School 40 Classroom Building and Kimball High School

BACKGROUND: All new construction and modernization projects are mandated to employ an on-site DSA inspector to insure that the construction is built in accordance with the plans and specifications as approved by DSA. Only inspectors with "Class 1" certification can be assigned to a major construction project such as the TUSD projects that are slated to begin construction this summer. Class 1 DSA inspectors are limited by DSA as to the number and size of projects that they can be inspecting and are often committed to other projects. Sometimes the size of a construction project will require the need for assistant inspectors and there are subordinate classifications, Class 2 and Class 3 that can be employed to assist the Class 1 inspector on different projects. The District needs to hire more than one inspector for the construction projects that will be occurring simultaneously over the next few years.

RATIONALE: On May 9, 2007 TUSD held interviews for Division of the State Architect (DSA) Certified Inspectors. Staff had solicited 25 inspectors from within our region to interview with the District of which 10 responded. The interview panel consisted of District staff, consultants, a Board representative and project architects.

The panel selected the following Class 1 DSA inspectors for the main construction projects. Wayne Gilbert was unanimously recommended for the West High School Pool and Stadium based on his prior experience with similar projects at other high schools in Northern California. Chuck Walker was selected for the new 40 classroom building at Tracy High School and based on the timing of Kimball High School, will be able to transition as the inspector on Kimball High School with the assistance of an assistant inspector as necessary on either project. Chuck was unanimously recommended based on his long-term experience on prior TUSD projects. Chuck has worked with a number of assistant inspectors and staff recommends that he be allowed to select his subordinate assistants as they are needed on these projects.

FUNDING: Inspector's fees are funded out of project budgets.

RECOMMENDATIONS: Approve Wayne Gilbert, Gilbert Inspection as the District's Division of the State Architect (DSA) Certified Inspector for the West High School Stadium and Pool Project and Charles Walker, Charles Walker Inspection Service as the District's Inspector for Tracy High School 40 Classroom Building and Kimball High School

Prepared by: Denise Wakefield, Director of Facilities



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: May 14, 2007
SUBJECT: Adopt Resolution Nos. 06-29, 06-30 and 06-31 as Required for Initiating the Eminent Domain Proceedings for the Acquisition and Construction of John C. Kimball High School

BACKGROUND: Over the past several years the District has been planning for a new school along Lammers Road south of 11th Street. The configuration of the school has changed over the time and it is now needed as a high school in order to relieve overcrowded conditions at the District's existing high schools but also to provide high school capacity for the anticipated growth in enrollment. During the planning process the District has complied with all the requirements for site approval and is continuing to work on construction documents that are expected to be submitted to the State Architect for review and approval for construction. The proposed construction start date is January 2008.

TUSD does not currently own the property for Kimball High School and has made an offer to the existing landowners based on the market value obtained from an appraisal that was conducted within the past six months. A letter was sent to property owners on March 30, 2007 notifying them of the District's intent to purchase the property. It gave the owners until May 11, 2007 at 4:30 pm the opportunity to accept our offer and proceed with the acquisition.

On May 3, 2007 another letter was sent notifying the property owners that the Board will be presented with a Resolution of Necessity at the May 22, 2007 Board meeting. If adopted, the Resolution will allow the Board to move forward with eminent domain proceedings in the event a voluntary agreement cannot be reached.

RATIONALE: As of 4:30pm on May 11, 2004, none of the property owners whose property is necessary for the construction of Kimball High School contacted the District to negotiate a purchase agreement. Therefore, the District has complied with all the conditions and statutory requirements to exercise the power of eminent domain and staff will request the Board adopt the Resolutions of Necessity for each of three (3) parcels for the acquisition of property needed for the construction of the Kimball High School project.

FUNDING: Funding for the purchase of the property comes from Developer Fee Funds and funds received from the State School Facilities Program.

RECOMMENDATION: Adopt Resolution Nos. 06-29, 06-30 and 06-31 as Required for Initiating the Eminent Domain Proceedings for the Acquisition and Construction of John C. Kimball High School.

Prepared by: Denise Wakefield, Director of Facilities



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 06-29**

**A RESOLUTION DECLARING THE NECESSITY FOR, AND AUTHORIZING THE
INITIATION OF, EMINENT DOMAIN PROCEEDINGS TO SECURE PROPERTY FOR
KIMBALL HIGH SCHOOL PROJECT
(APN 240-040-02)**

WHEREAS, constructing the Kimball High School ("Project") is a high priority in the Tracy Unified School District ("Tracy USD") in order to alleviate existing overcrowded conditions that exist within District and to provide adequate school facilities to accommodate projected growth in the student population; and

WHEREAS, in order to accomplish said Project, it is necessary to acquire certain real property and interests therein; and

WHEREAS, the real property and interests therein required for the Project are identified as a portion of San Joaquin County APN 240-040-02 and are described and depicted in Exhibits A and B attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, that Property located entirely within the territorial boundaries of the Tracy USD; and

WHEREAS, the Tracy USD has investigated and examined alternatives to the Project and the acquisition of the Property, and concluded that both the Project and the acquisition of the Property for the Project are necessary; and

WHEREAS, the Tracy USD has complied with the requirements of the California Environmental Quality Act, Public Resources Code section 21000, *et seq.*, in regards to the acquisition of the Property based upon the Board of Trustees certifying an Environmental Impact Report for the Project on April 24, 2007; and

WHEREAS, the Tracy USD has complied with the requirements of Government Code section 7267.2, in regards to acquisition of the Property by making an offer to purchase to the known owner(s) of record; and

WHEREAS, as a result of the public hearing held on May 22, 2007, and in accordance with the provisions of the Code of Civil Procedure section 1245.235, the Board of Trustees of the Tracy USD intends to make certain findings and determinations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tracy USD as follows:

1. The recitals contained herein are true and correct;
2. Upon the examination of the alternatives, the real property and interests therein described and depicted in Exhibits A and B are required to be taken by the Tracy USD for the Project.
3. The Tracy USD is authorized to acquire the real property and interests therein described and depicted in Exhibits A and B pursuant to the provisions of the California Education Code section 35270.5, and the provisions of California Eminent Domain law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing with Section 1230.010).
4. Acquisition of Property for the construction, operation and maintenance of a high school is necessary to carry out the District's powers and functions, is authorized by Education Code section 35270.5, and is therefore a public use.
5. The Tracy USD hereby finds, determines, and declares:
 - A. The public interest and necessity require the proposed Project;
 - B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
 - C. The property and interests therein described and depicted in Exhibits A and B are necessary for the proposed Project.
6. Prior to making the above findings and determinations, the offer required by Government Code 7267.2 was made to the owner(s) of record of the property and interests therein described and depicted in Exhibits A and B.
7. The law firm of Kronick, Moskowitz, Tiedemann & Girard ("KMTG") is hereby authorized and directed to prepare and prosecute proceedings in eminent domain in the appropriate court to acquire for the Tracy USD the property and interests therein described and depicted in Exhibits A and B. KMTG is hereby further authorized to obtain such orders for immediate possession for the property and interests therein as may be required for the proposed Project. Tracy USD personnel shall disburse all funds required by KMTG to make any and all deposits to obtain possession of and title to the Property, including but not limited to, deposit of the probable amount of compensation pursuant to Code of Civil Procedure section 1255.010, *et seq.*

PASSED AND ADOPTED this 22nd day of May, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chair of the Board of Trustees

Secretary of the Board of Trustees

EXHIBIT "A"
LEGAL DESCRIPTION
FOR SCHOOL PARCEL
Parcel One

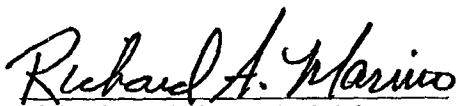
All that real property situate in the County of San Joaquin, State of California, being a portion of Government Lots 2 and 3 in the south one-half of Section 30, Township 2 South, Range 5 East, Mount Diablo Base and Meridian as shown on that Record of Survey filed in Book 34, Page 81, S.J.C.R., being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, a distance of 2024.46 feet to the **TRUE POINT OF BEGINNING**; thence continuing northerly along said section line, North 00° 26'39" East, 621.10 feet to the most southerly line of Parcel 3 as said parcel is shown on said Record of Survey; thence easterly along said southerly line, South 89° 37'44" East, 40.00 feet to the northwest corner of that land described in that certain grant deed recorded on June 15, 1995 as Instrument Number 95054043, San Joaquin County Records and shown as Detail "A" on said Record of Survey; thence along said lands the following three courses:

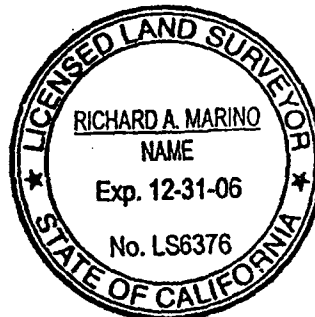
1. South 00° 26'31" West, 100.00 feet;
2. South 89° 37'44" East, 160.00 feet;
3. North 00° 26'31" East, 100.00 feet to the southerly line of said Parcel 3; thence along said southerly line South 89° 37'44" East, a of 1320.84 feet to the southeasterly corner of said Parcel 3; thence southerly along the line dividing Government Lots 2 and 3, of said Section 30, South 00° 20'09" West, 511.12 feet; thence North 89° 39'51" West, 763.69 feet; thence South 00° 20'09" West, 109.04 feet; thence North 89° 39'51" West, 758.32 feet to the west line of Section 30 and the **TRUE POINT OF BEGINNING** of this description containing 19.398 acres more or less.

A plat of this description labeled "EXHIBIT B" is attached hereto and made a part thereof.

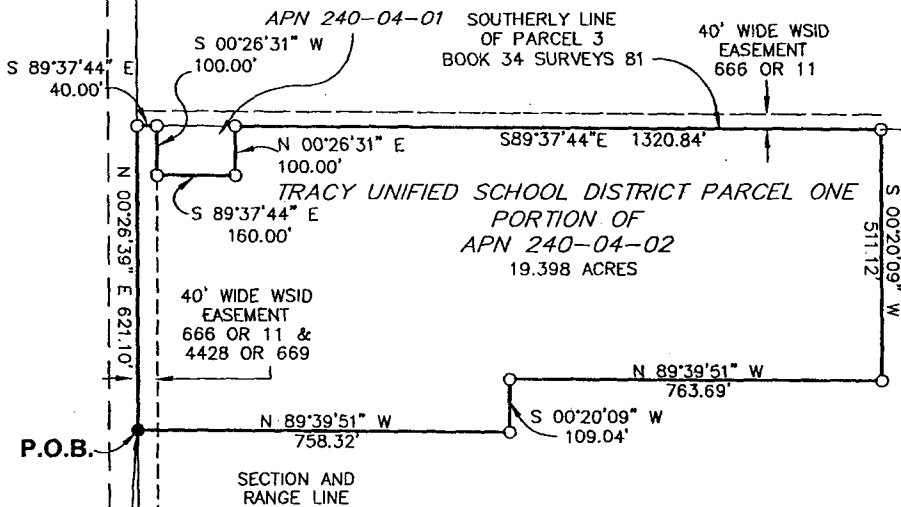
This description was prepared by me or under my direction.


Richard A. Marino L.S. 6376
Expires 12-31-06

9/26/05
Date



APN 240-02-02

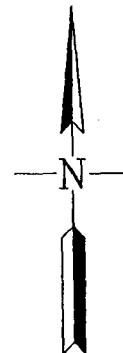


APN 240-04-02

LAMMERS ROAD

2024.46'

40' WIDE WSID EASEMENT 666 OR 11 & 4428 OR 669



SEC. 25

SEC. 30

POINT OF COMMENCEMENT

SECTION CORNER

SEC. 31

EXHIBIT "B"

DRAWN BY: JM/BB

DATE: 09/23/05

DESIGNED BY:

FILE:

APPROVED BY: RAM

SCALE: 1" = 300'

SHEET 1 OF 1

JOB NO. 0337



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 06-30**

**A RESOLUTION DECLARING THE NECESSITY FOR, AND AUTHORIZING THE
INITIATION OF, EMINENT DOMAIN PROCEEDINGS TO SECURE PROPERTY FOR
KIMBALL HIGH SCHOOL PROJECT
(APN 240-020-02)**

WHEREAS, constructing the Kimball High School ("Project") is a high priority in the Tracy Unified School District ("Tracy USD") in order to alleviate existing overcrowded conditions that exist within District and to provide adequate school facilities to accommodate projected growth in the student population; and

WHEREAS, in order to accomplish said Project, it is necessary to acquire certain real property and interests therein; and

WHEREAS, the real property and interests therein required for the Project are identified as a portion of San Joaquin County APN 240-020-02 and are described and depicted in Exhibits A and B attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, that Property located entirely within the territorial boundaries of the Tracy USD; and

WHEREAS, the Tracy USD has investigated and examined alternatives to the Project and the acquisition of the Property, and concluded that both the Project and the acquisition of the Property for the Project are necessary; and

WHEREAS, the Tracy USD has complied with the requirements of the California Environmental Quality Act, Public Resources Code section 21000, *et seq.*, in regards to the acquisition of the Property based upon the Board of Trustees certifying an Environmental Impact Report for the Project on April 24, 2007; and

WHEREAS, the Tracy USD has complied with the requirements of Government Code section 7267.2, in regards to acquisition of the Property by making an offer to purchase to the known owner(s) of record; and

WHEREAS, as a result of the public hearing held on May 22, 2007, and in accordance with the provisions of the Code of Civil Procedure section 1245.235, the Board of Trustees of the Tracy USD intends to make certain findings and determinations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tracy USD as follows:

1. The recitals contained herein are true and correct;
2. Upon the examination of the alternatives, the real property and interests therein described and depicted in Exhibits A and B are required to be taken by the Tracy USD for the Project.
3. The Tracy USD is authorized to acquire the real property and interests therein described and depicted in Exhibits A and B pursuant to the provisions of the California Education Code section 35270.5, and the provisions of California Eminent Domain law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing with Section 1230.010).
4. Acquisition of Property for the construction, operation and maintenance of a high school is necessary to carry out the District's powers and functions, is authorized by Education Code section 35270.5, and is therefore a public use.
5. The Tracy USD hereby finds, determines, and declares:
 - A. The public interest and necessity require the proposed Project;
 - B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
 - C. The property and interests therein described and depicted in Exhibits A and B are necessary for the proposed Project.
6. Prior to making the above findings and determinations, the offer required by Government Code 7267.2 was made to the owner(s) of record of the property and interests therein described and depicted in Exhibits A and B.
7. The law firm of Kronick, Moskovitz, Tiedemann & Girard ("KMTG") is hereby authorized and directed to prepare and prosecute proceedings in eminent domain in the appropriate court to acquire for the Tracy USD the property and interests therein described and depicted in Exhibits A and B. KMTG is hereby further authorized to obtain such orders for immediate possession for the property and interests therein as may be required for the proposed Project. Tracy USD personnel shall disburse all funds required by KMTG to make any and all deposits to obtain possession of and title to the Property, including but not limited to, deposit of the probable amount of compensation pursuant to Code of Civil Procedure section 1255.010, *et seq.*

PASSED AND ADOPTED this 22nd day of May, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

EXHIBIT "A"
LEGAL DESCRIPTION
FOR SCHOOL PARCEL
Parcel Two

All that real property situate in the County of San Joaquin, State of California, being a portion of Government Lot 3 in northwest quarter of Section 30, Township 2 South, Range 5 East, Mount Diablo Base and Meridian as shown on that Record of Survey filed in Book 34, Page 81, S.J.C.R., being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the most southerly line of said Parcel 3 and the **TRUE POINT OF BEGINNING**; thence continuing northerly along said section line, North 00° 26'39" East, 1335.22 feet; thence easterly leaving said section line South 88° 56'20" East, 6.90 feet; thence the following four courses:

1. South 00° 39'32" East, 154.22 feet;
2. South 00° 26'15" West, 54.56 feet;
3. South 00° 42'41" West, 120.34 feet;
4. South 00° 34'27" West, 142.11 feet to the beginning of a tangent curve to the left; thence southerly and easterly along said curve having a radius of 20.00 feet, through a central angle of 90° 07'45" for an arc length of 31.46 feet; thence South 89° 33'18" East, 181.17 feet; thence South 87° 26'21" East, 243.77 feet to the beginning of a tangent curve to the left; thence easterly along said curve having a radius of 745.00 feet, through a central angle of 32°25'27", for an arc length of 421.60 feet; thence South 31° 58'44" East, 5.00 feet to the beginning of a non-tangent curve to the left from which a radial line bears, North 31° 58'44" West; thence northeasterly along said curve having a radius of 750.00 feet, through a central angle of 35° 25'14", for an arc length of 463.66 feet; thence South 89° 39'51" East, 180.90 feet to the westerly line of that certain 2.51 acre tract described in deed to West Side Irrigation District, recorded July 30, 1920 in Vol. 425 of Book A of Deeds, Vol. 355, San Joaquin County Records; thence southerly and easterly along said tract line the following two courses:

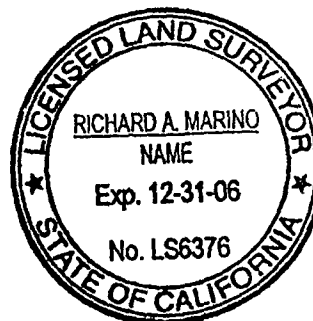
1. South 27° 42'57" East 16.77 feet;
2. South 76° 13'03" East 60.68 feet; thence leaving said tract line, South 89° 39'51" East 122.35 feet to the easterly line of said Parcel 3; thence southerly along said easterly line South 00° 20' 09" West 1295.82 feet to the southeast corner of said parcel; thence westerly along the southerly line of said parcel North 89° 37'44" West, 1520.84 feet to the **TRUE POINT OF BEGINNING** of this description containing 35.234 acres more or less.

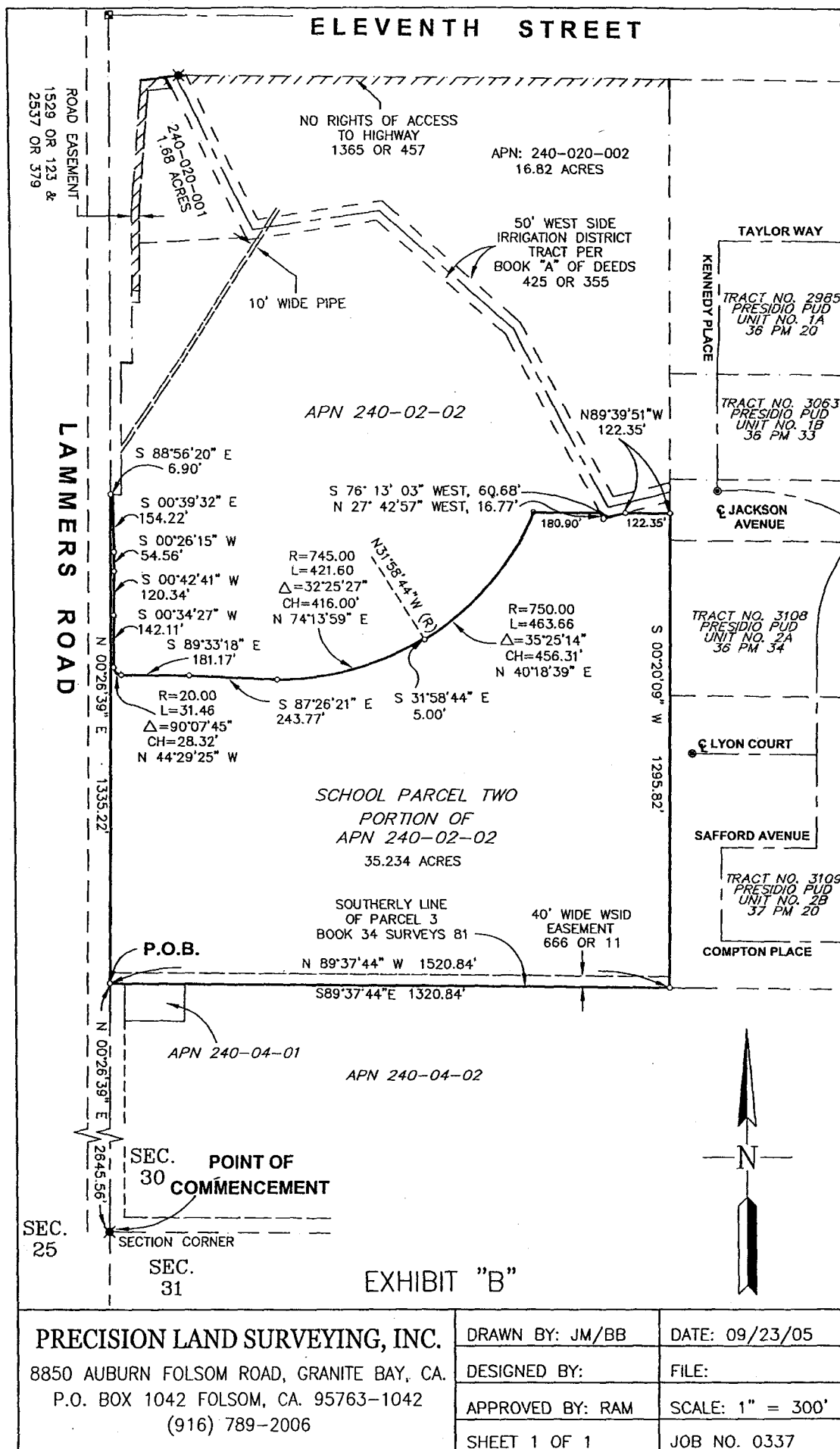
A plat of this description labeled "EXHIBIT B" is attached hereto and made a part thereof.

This description was prepared by me or under my direction.

Richard A. Marino
Richard A. Marino L.S. 6376
Expires 12-31-06

9/26/05
Date







**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 06-31**

**A RESOLUTION DECLARING THE NECESSITY FOR, AND AUTHORIZING THE
INITIATION OF, EMINENT DOMAIN PROCEEDINGS TO SECURE PROPERTY FOR
KIMBALL HIGH SCHOOL PROJECT
(APN 240-040-01)**

WHEREAS, constructing the Kimball High School ("Project") is a high priority in the Tracy Unified School District ("Tracy USD") in order to alleviate existing overcrowded conditions that exist within District and to provide adequate school facilities to accommodate projected growth in the student population; and

WHEREAS, in order to accomplish said Project, it is necessary to acquire certain real property and interests therein; and

WHEREAS, the real property and interests therein required for the Project are identified as a portion of San Joaquin County APN 240-040-01 and are described and depicted in Exhibits A and B attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, that Property located entirely within the territorial boundaries of the Tracy USD; and

WHEREAS, the Tracy USD has investigated and examined alternatives to the Project and the acquisition of the Property, and concluded that both the Project and the acquisition of the Property for the Project are necessary; and

WHEREAS, the Tracy USD has complied with the requirements of the California Environmental Quality Act, Public Resources Code section 21000, *et seq.*, in regards to the acquisition of the Property based upon the Board of Trustees certifying an Environmental Impact Report for the Project on April 24, 2007; and

WHEREAS, the Tracy USD has complied with the requirements of Government Code section 7267.2, in regards to acquisition of the Property by making an offer to purchase to the known owner(s) of record; and

WHEREAS, as a result of the public hearing held on May 22, 2007, and in accordance with the provisions of the Code of Civil Procedure section 1245.235, the Board of Trustees of the Tracy USD intends to make certain findings and determinations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tracy USD as follows:

1. The recitals contained herein are true and correct;
2. Upon the examination of the alternatives, the real property and interests therein described and depicted in Exhibits A and B are required to be taken by the Tracy USD for the Project.
3. The Tracy USD is authorized to acquire the real property and interests therein described and depicted in Exhibits A and B pursuant to the provisions of the California Education Code section 35270.5, and the provisions of California Eminent Domain law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing with Section 1230.010).
4. Acquisition of Property for the construction, operation and maintenance of a high school is necessary to carry out the District's powers and functions, is authorized by Education Code section 35270.5, and is therefore a public use.
5. The Tracy USD hereby finds, determines, and declares:
 - A. The public interest and necessity require the proposed Project;
 - B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
 - C. The property and interests therein described and depicted in Exhibits A and B are necessary for the proposed Project.
6. Prior to making the above findings and determinations, the offer required by Government Code 7267.2 was made to the owner(s) of record of the property and interests therein described and depicted in Exhibits A and B.
7. The law firm of Kronick, Moskovitz, Tiedemann & Girard ("KMTG") is hereby authorized and directed to prepare and prosecute proceedings in eminent domain in the appropriate court to acquire for the Tracy USD the property and interests therein described and depicted in Exhibits A and B. KMTG is hereby further authorized to obtain such orders for immediate possession for the property and interests therein as may be required for the proposed Project. Tracy USD personnel shall disburse all funds required by KMTG to make any and all deposits to obtain possession of and title to the Property, including but not limited to, deposit of the probable amount of compensation pursuant to Code of Civil Procedure section 1255.010, *et seq.*

PASSED AND ADOPTED this 22nd day of May, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

EXHIBIT "A"
LEGAL DESCRIPTION
FOR SCHOOL PARCEL
Parcel Three

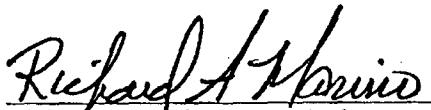
All that real property situate in the County of San Joaquin, State of California, being a portion of Government Lot 3 in south half of Section 30, Township 2 South, Range 5 East, Mount Diablo Base and Meridian as shown on that Record of Survey filed in Book 34, Page 81, S.J.C.R., being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the most southerly line of Parcel 3 as said parcel is shown on said Record of Survey ; thence easterly along said southerly line, South 89° 37'44" East, 40.00 feet to the **TRUE POINT OF BEGINNING**, said point also being the Northwest corner of the land described in deed to Frank Edward Costa, et ux, recorded April 24, 1947 in Volume 1064 of Official Records at Page 108, San Joaquin County Records; thence; thence South 89° 37'44" East along the North line of said Costa land, 160.00 feet; South 00° 26'31" West parallel to the West line of said Costa land, 100.00 feet; thence North 89° 37'44" West parallel to the North line of said Costa land, 160.00 feet to a point in the West line of said land; thence North 00° 26'31" East along the West line, a distance of 100.00 feet to the **TRUE POINT OF BEGINNING** of this description containing 0.3673 acres more or less.

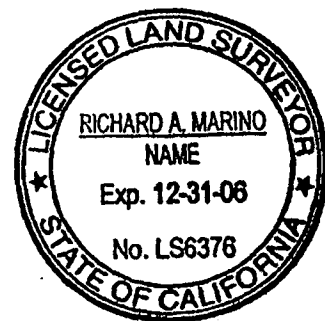
EXCEPTING THEREFROM the ½ interest in all mineral rights as reserved in deed by Alfred C. Altken et ux, recorded December 2, 1944 in Book 907, Page 113 of Official Records.

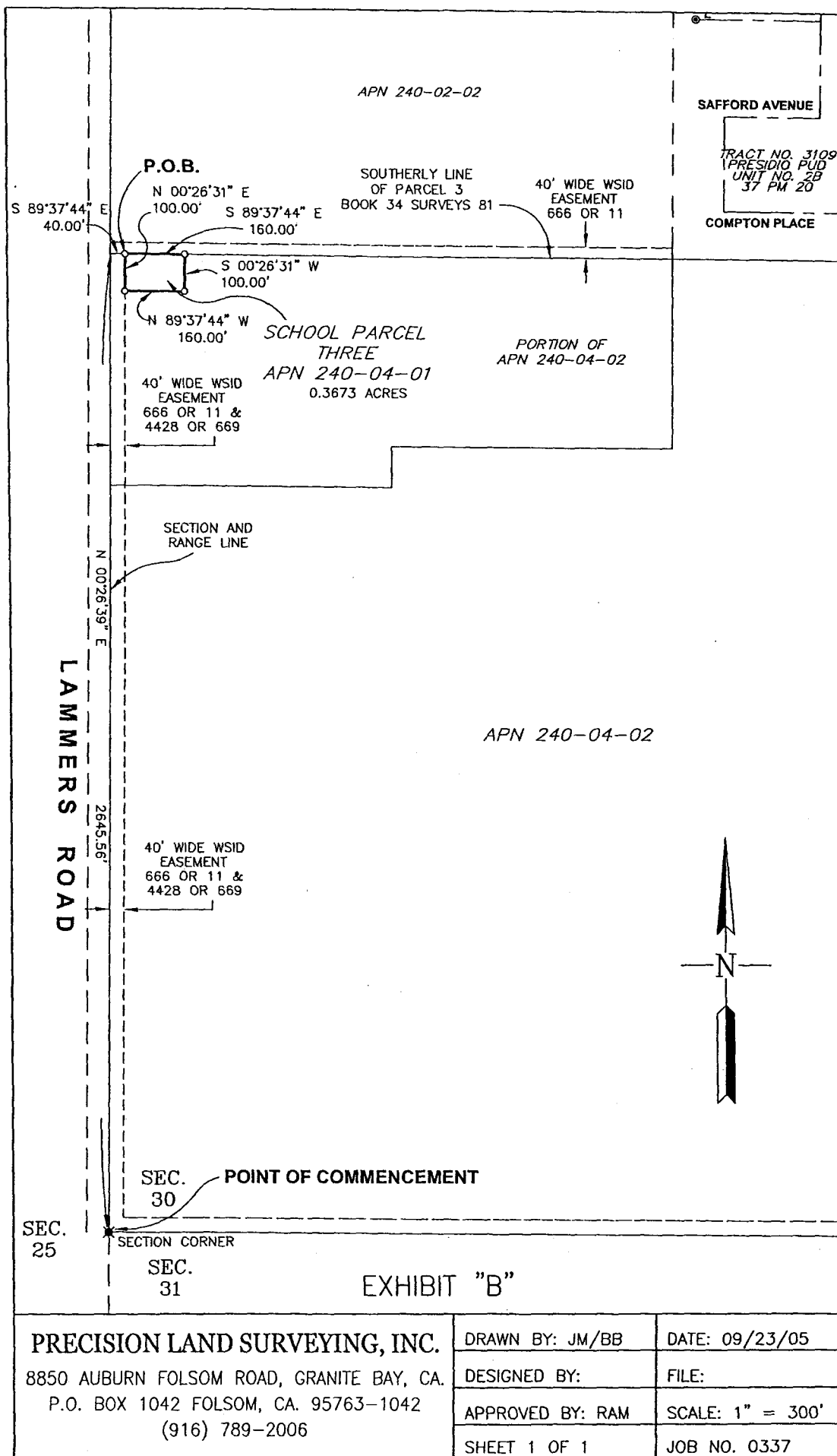
A plat of this description labeled "EXHIBIT B" is attached hereto and made a part thereof.

This description was prepared by me or under my direction.


Richard A. Marino L.S. 6376
Expires 12-31-06

9/26/05
Date







BUSINESS SERVICES MEMORANDUM

To: James C. Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: May 22, 2007

Subject:

1. Adopt Resolution No. 07-14, of the Board of Education of the Tracy Joint Unified School District (TJUSD) acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2007-08
2. Approve MuniFinancial for Preparation of the 2007-08 Tax Roll and Reporting of Delinquencies.

BACKGROUND: All the developers that have executed an MOU prior to September 2005 with the District have the option of choosing from three different mitigation payment choices for single family dwelling units.

Two developers have chosen Option 3, which allows a partial pre-payment of a Mello-Roos special tax. In the K-12 areas this is in the amount of \$7,915 at close of escrow plus the establishment of an annual Mello-Roos special tax of \$1,122 for a period of seven years, with a buy-out provision at any time for \$5,201, less any sums already received by the District which were applied to school facilities mitigation. In the 9-12 areas the amount due at close of escrow is \$1,821 plus the establishment of an annual Mello-Roos special tax of \$463 for a period of seven years, with a buy-out provision at anytime for \$3,828, less any sums already received by the District which were applied to school facilities mitigation.

RATIONALE: The San Joaquin County Auditor/Controller requires an annual resolution containing certain specified language to place the special tax on the property tax rolls. In this case, the District will be billing and collecting the annual special tax for the first year, until they can be placed on the County tax rolls next property tax year.

In the 2007-08 tax year MuniFinancial will be placing approximately 371 parcels on the tax roll.

FUNDING: Mitigation fees will pay for MuniFinancial services.

RECOMMENDATIONS: Adopt Resolution 07-14, of the Board of Education of the Tracy Joint Unified School District (TJUSD) acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2007-08

Prepared by: Delores Ohm, Facilities Technician

RESOLUTION NO. 07-14

RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY JOINT UNIFIED SCHOOL DISTRICT ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 97-1 OF THE TRACY JOINT UNIFIED SCHOOL DISTRICT TO LEVY SPECIAL TAX FOR PROPERTY TAX YEAR 2007-08 IN COMMUNITY FACILITIES DISTRICT NO. 97-1 SAN JOAQUIN COUNTY, CALIFORNIA

The Board of Education of the Tracy Joint Unified School District acting as the legislative body of the Community Facilities District 97-1 resolves:

1. Reference is made to this Board's Ordinance No. 97-1-1 dated January 26, 1998, levying a Special Tax within Community Facilities District No. 1997-1 for the 1997-1998 property tax year and following.

2. Ordinance No. 97-1-1, adopted under the authority of California Government Code Sections 53328 and 53340, took effect on February 25, 1998. Exhibit A, RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX, describes the three methods the special tax of CFD 97-1 may be paid and further describes the adjustment rate and frequency.

3. In accordance with Ordinance No. 97-1-1, this Board hereby levies the Special Tax for property tax year 2007-08 for its Community Facilities District No. 97-1 on all taxable properties electing Option 3 during this fiscal year in the amount of \$1,122.00 for the K-12 areas or \$463.00 for the 9-12 areas.

4. The Agency Secretary is directed, with the aid of the appropriate officers and agents of the Agency, to implement the provisions of the Special Tax Formula and this Resolution, and to provide all necessary information to the San Joaquin County Auditor in the form, and in the proper time, necessary to effect the proper billing and collection of the special tax on the secured property tax roll of the County.

5. The appropriate officers and agents of the Agency and of the County of San Joaquin are authorized to make adjustments to the special tax roll prior to the final posting of the special taxes to the County tax roll each year, as may be necessary to achieve a correct match of the special tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.

6. The Agency agrees that the County of San Joaquin may deduct its reasonable and agreed charges for collecting the special tax from the amounts collected, prior to remitting the balance of the special tax collections to the Agency.

7. The District may direct bill and collect for the current year special tax if Option 3 is selected after the tax rolls have been submitted to the County for the current tax year

8. This Board hereby finds and declares:

- a. This Special Tax levy is in compliance with the Mello-Roos Community Facilities Act of 1982, California government Code Sections 53311 and following.
- b. This Special Tax is levied without regard to property valuation.
- c. The Special Tax is exempt from Proposition 218, Articles XIII C and D of the California State Constitution.
- d. This Special Tax is levied to pay for certain public facilities authorized in the formation proceedings for Community Facilities District No. 97-1, including the payment of principal, interest, and administrative costs on bonds, the proceeds of which are used to finance the authorized public facilities; and administrative related expenses of Community Facilities District 97-1.

* * *

PASSED AND ADOPTED at a special meeting of the Governing Board of the Tracy Joint Unified School District acting as the legislative body of the Community Facilities District 97-1 on May 22, 2007, by the following vote:

AYES: BOARDMEMBERS:

NOES: BOARDMEMBERS:

ABSENT: BOARDMEMBERS:

President


ATTEST:

Secretary



BUSINESS SERVICES MEMORANDUM

To: James C. Franco, Superintendant

From:  C. Goodall, Assistant Superintendent for Business

Date: May 15, 2007

Subject: Approve the Lease Agreement with Head Start Child Development Council, Inc. for the 2007/2008 School Year, and Authorize the Associate Superintendent for Business Services to Execute the Agreement

BACKGROUND: The Head Start Child Development Council has provided a preschool program for children at Delta Island School since 1997. Tracy School District entered into a Lease Agreement with the Head Start Child Development Council, Inc. effective September 11, 2001; however, it is now necessary to update the Lease Agreement with current market rental rates as well as with more current data on custodial and utilities.

RATIONALE: The Agreement provides for a \$1,100.00 monthly lease payment to TUSD for rental of one relocatable building and providing utilities from July 1, 2007 through June 30, 2008. The payment is due for nine months while the program is in session. The payments are reduced one-half, to \$550.00 for the three months that the program is in recess. The lease payment is due in advance on July 1, 2007 for the fiscal year. The Agreement also provides for a 2 percent increase commencing July 1, 2008, should the Lease Agreement be extended for another year.

FUNDING: The lease payment will be deposited into the General Fund, Unrestricted Local Revenue to be used for facilities, utilities, etc. The total 2007/2008 lease payment shall be \$11,550.00.

TIMING: The Agreement will be forwarded to the Head Start Child Development Council, Inc. upon execution.

RECOMMENDATIONS: Approve the Lease Agreement with the Head Start Child Development Council, Inc. for the 2007/2008 School Year and Authorize the Associate Superintendent for Business Services to Execute the Agreement

Prepared by: Bonny Carter, Facilities Accountant/Analyst

LEASE AGREEMENT

This LEASE AGREEMENT (Agreement) is entered into by and between the TRACY UNIFIED SCHOOL DISTRICT, a California public school district (District or Lessor) and the HEAD START CHILD DEVELOPMENT COUNCIL, INC., a California non-profit corporation (Head Start or Lessee), as of May 1, 2007, and is made with regard to the following:

RECITALS

A. Lessee has received a grant (Grant No. 09CH0656) from the Department of Health and Human Services to operate a Head Start program (Program) within the boundaries of the District for the period of July 1, 2007 until June 30, 2008.

B. Lessor and Lessee mutually desire to house the Program in an existing classroom on the campus of Delta Island Elementary School located at 11022 West Howard Rd., Stockton, CA 95206.

C. Lessor and Lessee both find that the Program will benefit the District and Head Start by providing needed services to students of the District in a manner which will not interfere with the District's operations of its educational programs, and thus this Agreement will be in the best interests of both parties.

NOW THEREFORE, Lessor and Lessee agree as follows:

1. Term: The term of this Agreement shall be from July 1, 2007 through and including June 30, 2008, unless terminated earlier under Section 10 below. The parties may mutually agree to extend the term of the Agreement for an additional one (1) year period.

2. Leased Facilities: Lessee hereby leases and Lessor agrees to lease a single portable classroom on the campus of Delta Island Elementary School for the term of the Agreement. The classroom to be leased is Classroom No. K1, and includes the adjacent fenced in playground area and equipment which was installed by Lessee. The location of the leased classroom and playground area is shown on Exhibit A, attached hereto and incorporated herein by reference. Lessee shall be provided with keys to the leased classroom and reasonable access to the leased classroom from the school site in general and from the parking lot. All furniture and equipment within the leased classroom is the property of Head Start.

3. Hours of Operation: Lessee shall have the exclusive use of the leased classroom during the hours of 7:00 A.M. to 5:00 P.M. each day Monday through Friday. Lessee shall also be entitled to use the leased classroom at other times, including evenings and weekends, with the prior permission of the School Principal.

4. Scope of Operation: Lessee agrees that the leased classroom will only be used for the purposes of the Program as specified in the grant from the Department of Health and Human Services, as well as for meetings with parents, educational presentations or seminars, training sessions, or Program preparation by staff. All other uses are prohibited without the express written permission of the School Principal. Lessee will not use the leased classroom in any

manner which would violate the terms of the insurance coverage as set forth in Section 6 below. Lessee covenants that it will conduct the operation of the Program in such a manner as to not interfere with the educational programs offered by the District at Delta Island Elementary School.

5. Lease Payments: In consideration for the use of the leased classroom under this Agreement, Lessee agrees to pay Lessor the sum of \$1,100.00 per month, which includes \$915.00 for rental of the classroom and \$185.00 for utility costs for the classroom. If the Program is not in operation for more than one-half of the school days in any month, the lease for that month shall be \$550.00. Based upon the Program being operational for nine months of the year, the total annual lease payment for July 1, 2007 to June 30, 2008 shall be \$11,550.00. The use of the playground area shown on Exhibit A is included in the above stated costs. Custodial services are to be provided by the lessee. Lease payments are due and payable in advance on July 1, 2007 for the months of July 2007 through June 2008 for the year. The lease payments shall be increased annually by two percent (2%) effective each July 1, commencing July 1, 2008 if the Lease Agreement is extended or a new Lease Agreement is executed. In the event the Agreement is terminated early, Lessee shall be entitled to a rebate of prepaid, but unused, lease payments.

6. Insurance: During all times that this Agreement is in effect, Lessee shall keep in place a bodily injury liability and a property damage liability insurance policy covering the leased classroom and playground area in a principal amount of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate coverage. The insurance company issuing the coverage shall be licensed in the State of California and shall be approved in advance by District, with approval not to be unreasonably withheld, and the policies shall name the District as an additional insured. Said policy shall be primary to any insurance coverage held by the District, and the policy shall provide that the District be given at least 30 days notice of cancellation.

7. Indemnity: Lessee hereby agrees to indemnify, hold harmless and defend Lessor against any and all claims, lawsuits, judgments, or other legal proceedings of any type or nature, for property damage or bodily harm, arising out of Lessee's use of the leased classroom, the playground area or operation of the Program during the term of the Agreement. This Indemnity provision extends beyond the term of the Agreement for any claim which relates back to Lessee's use of the leased classroom or playground area during the term of the Agreement, until all applicable statutes of limitation have expired. Lessee acknowledges that the insurance limits set forth in Section 6 above are not limitations on the liability of Lessee under this Section 7.

8. Inspection and Acceptance: Prior to entering into this Agreement, Lessee has been given the opportunity to inspect the leased classroom and playground area and agrees that they are acceptable in all respects for operation of the Program. During the term of the Agreement, Lessee agrees to maintain the leased classroom and playground area in good and sanitary condition and in good repair and to ensure that the operation of the Program does not violate any federal, state, local or District statutes, rules, regulations or ordinances. Lessor shall have the right to enter upon the leased classroom or playground area at any reasonable time for the purpose of inspecting the condition of the premises.

9. Condition Upon Termination: Lessee agrees that upon the termination of the Agreement, Lessee will surrender the leased classroom and playground area, and will not hold over. The leased classroom and playground area shall be restored by Lessee at its sole cost and expense, to the condition they were in at the commencement of the Agreement, normal wear and tear excepted. In the event that the District is required to make repairs to the leased classroom after the termination of the Agreement due to damage caused by Lessee, Lessee agrees to pay all reasonable costs incurred by the District upon receipt of a written request for payment.

10. Early Termination: Lessor may terminate this Agreement upon ten (10) days written notice to Lessee in the event that Lessee breaches the terms and conditions of this Agreement. Lessor agrees to first give Lessee five (5) days written notice of the breach, and a chance to cure prior to issuing the notice of termination. However, in the event that Lessor reasonably believes that Lessee has breached the Agreement in such a way that there is a dangerous condition which threatens the safety of the District's students and employees at Delta Island Elementary School, Lessor has the right to immediately either: (1) terminate the Agreement or (2) to suspend operation of the Program until the dangerous condition is cured. Lessee has the right to terminate this Agreement with thirty (30) days written notice to Lessor in the event that the Department of Health and Human Services fails to provide the funding under the grant.

11. Notices: Notices shall be given in writing, by U.S. mail, overnight delivery, fax or email and shall be addressed as follows:

To District: Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
Attn: Casey Goodall

To Head Start: Head Start Child Development Council, Inc.
2451 Country Club Blvd.
Stockton, CA 95204
Attn: Bruce Guidici

Either party may change its address for notices or the individual specified above by notifying the other party in writing.

12. Integration: This Agreement represents the complete understanding of the parties as the matters contained herein, and all other agreements, conversations, understandings, whether written or oral, are integrated herein. The Agreement may only be amended in writing by mutual consent of the parties.

13. Attorneys Fees and Costs: In the event of any litigation or administrative action related to this Agreement which is brought by one of the parties against the other, the prevailing party, as determined by the court or administrative hearing officer, shall be entitled to reasonable attorneys fees and costs in an amount determined by the court or administrative hearing officer. Notwithstanding the above, the parties agree to first try to resolve any disputes concerning this

Agreement by means other than litigation, including but not limited to mediation, before commencing litigation.

14. Signatures: This Agreement may be signed in counterparts, which together shall constitute a single Agreement. Each party covenants that the person signing on its behalf is authorized to do so, and that entering into this Agreement will not violate the terms and conditions of any other agreement or contract.

TRACY UNIFIED SCHOOL DISTRICT

By: _____

Its: Assistant Superintendent of Business Services

HEAD START CHILD DEVELOPMENT COUNCIL, INC.

By: _____

Its: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services *SH*
DATE: May 7, 2007
SUBJECT: Adopt Resolution 06-28 Authorizing Responsibility for the Cesar E. Chavez Grant Award, Acknowledging the Contract for the Grant Award, Approving the Term and Dollar Amount for the Contract, and Appointing Dr. Casey Goodall to Act on the Behalf of the Governing Body.

BACKGROUND: Monte Vista Middle School has been awarded a Cesar E. Chavez Afterschool Service Clubs Grant. Acceptance of the grant requires that the Board of Trustees adopt a resolution specifying that the Board of Trustees is accepting the responsibility of the grant award, acknowledging the contract for the grant award, approving the term and dollar amount for the contract, and appointing a district employee responsible to act on the behalf of the Board of Trustees.

RATIONALE: The Cesar E. Chavez Afterschool Service Clubs Grant requires that a resolution be adopted by Board of Trustees before the final contract is awarded. The resolution must contain specific wording supplied by the California State Department of Education. This agenda item supports Strategic Goal #1- Provide a Relevant and Meaningful Curriculum.

FUNDING: Not applicable

RECOMMENDATION: Adopt Resolution 06-28 Authorizing Responsibility for the Cesar E. Chavez Grant Award, Acknowledging the Contract for the Grant Award, Approving the Term and Dollar Amount for the Contract, and Appointing Dr. Casey Goodall to Act on the Behalf of the Governing Body.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 06-28**

**AUTHORIZING RESPONSIBILITY FOR THE CESAR E. CHAVEZ GRANT
AWARD, ACKNOWLEDGING THE CONTRACT FOR THE GRANT AWARD,
APPROVING THE TERM AND DOLLAR AMOUNT OF THE CONTRACT,
AND APPOINTING DR. CASEY GOODALL TO ACT ON THE BEHALF OF
THE GOVERNING BODY**

WHEREAS: The Cesar E. Chavez Afterschool Service Club will benefit the students at Monte Vista Middle School and support the values and legacy of Cesar E. Chavez.

THEREFORE, LET IT BE RESOLVED:

That Dr. Casey Goodall, Associate Superintendent of Business Services, is hereby authorized to execute for and on behalf of the Tracy Unified School District, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance.

PASSED AND ADOPTED this 22nd day of May, 2007, by the Board of Trustees of the Tracy Unified School District the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Gregg Crandall, President
Board of Trustees
Tracy Unified School District**

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

**Tom Hawkins, Clerk
Board of Trustees
Tracy Unified School District**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services *RF*
DATE: May 7, 2007
SUBJECT: Accept Cesar E. Chavez Afterschool Service Clubs Grant from the California Department of Education

BACKGROUND: The California Department of Education offers competitive three year grants to school districts to fund a Cesar E. Chavez Afterschool Service Club. The Cesar E. Chavez Afterschool Service Clubs Grant supports the creation of an afterschool service learning club at Monte Vista Middle School. Only Title One and Program Improvement Schools are eligible to apply for the grant. The Cesar E. Chavez Afterschool Service Clubs Grant is based on Cesar E. Chavez's legacy of service to others and coincides with the District's service learning program. The grant funds a teacher's salary to oversee the club and activities conducted by the club. In addition, an AmeriCorps VISTA member is assigned to work with the teacher and help students link activities with state and local service learning projects along with developing service learning activities on the school site.

RATIONALE: Twenty to forty students will enroll in the Monte Vista Cesar E. Chavez Afterschool Service Club and meet for an hour and a half afterschool, three days a week. Students will participate in the March 31st Cesar E. Chavez Day of Service in collaboration with the San Joaquin County Office of Education and Make a Difference Day in collaboration with the Tracy Community Parks and Recreation Department. The Cesar E. Chavez Afterschool Service Club will complement the existing Service Learning, Character Education, and Tolerance Education programs at the school. Students will study the life and legacy of Cesar E. Chavez along with his ten core values which are: service to others, sacrifice, a preference to help the most needy, determination, non-violence, acceptance of all people, respect for life and the environment, celebrating community, and innovation. This agenda item supports Strategic Goal #1- Provide a Relevant and Meaningful Curriculum.

FUNDING: Cesar E. Chavez Afterschool Service Club Grant \$31,450

RECOMMENDATION: Accept Cesar E. Chavez Afterschool Service Clubs Grant From the California Department of Education

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

**Grant Application Form
Cesar E. Chavez Afterschool Service Clubs**



I. Grant Applicant Information

Lead Education Agency (LEA) Name	Tracy Unified School District		
Street Address	1875 W. Lowell Avenue		
City, State, Zip	Tracy, CA 95376		
Contact Person	Rebecca Frame		
• Phone	209.830.3280		
• Fax	209.830.3284		
• E-Mail Address	rframe@tusd.net		
• Website	tusd.net		
Lead Education Agency (LEA) (check one)	<input checked="" type="checkbox"/> School District	<input type="checkbox"/> County Office of Education	
• Total enrollment in jurisdiction:	Number of students:	In grade levels:	
• Total number of middle schools in jurisdiction	Two		
• Total number of middle schools receiving Title I funds in 2006/07	One		

II. Abstract

Provide a brief summary of your approach to the key activities proposed in this application. Please limit your response to the space provided below.

Monte Vista Middle School (MVMS) celebrates a potential Cesar E. Chavez Club. MVMS has existing Service Learning, Character Education, and Tolerance Education programs that support the opportunity for middle school students to learn about the life and values of Cesar E. Chavez and put his legacy into action through service. The Cesar E. Chavez Club, under the direction of a credentialed teacher, an AmeriCorps VISTA member and the District's service learning coordinator, will participate on the March 31st Day of Service in collaboration with the San Joaquin County Office of Education and Make a Difference Day in collaboration with the Tracy Community Parks and Recreation Department for major projects. Students will also host a Mix It Up Day for MVMS and complete another service project on a National Day of Service. On-going projects will entail participating in the MVMS re-cycling project and collection of foods and goods for Tracy Interfaith Ministries. Academic success will be supported through skill development in state standards on reading, writing, and speaking built into each project, along with the study of the life and legacy of Cesar E. Chavez. At the District's annual community-wide Character Counts Ceremony club members will be recognized for their service projects that build a stronger community.

III. Middle Schools Proposed for Service Clubs (attach additional sheet if proposing more than 4 middle schools)

	1	2	3	4
School Name	Monte Vista			
• Street Address	751 W. Lowell Ave			
• City, State, Zip	Tracy			
• Phone	209.831.5260			
• Fax	209.830.5580			
• Website	sites/tusd.net			
County	San Joaquin			
Principal's Name	Steve Donahue			
Contact for the Service Club:	Susan O'Hara			
• Title	Vice-Principal			
• Phone	209.831.5260			
• Email address	sohara@tusd.net			
Total Student Enrollment	922			
Ethnicity by %:				
• African American	11 %	%	%	%
• Asian, Pacific Islander, Filipino	8 %	%	%	%
• Hispanic	48 %	%	%	%
• Native American	2 %	%	%	%
• White	24 %	%	%	%
• Other/No Response	9 %	%	%	%
Number of "low income"• students	450			
Percent "low income"• students	48 %	%	%	%
Title I Funding:				
• Total 2006/07 Title I Funding	\$105,002			
• List current Title I Programs	Basic Aid, Migrant			
Existing after-school programs:	ASES and tutoring			
• List existing programs				
• Total students participating in existing after-school programs	130			

•Note: "Low income" students are the number or percentage of students eligible for free or reduced meals, or other state-approved measure of "low income" status.

IV. Lead Education Agency Role and Capacity

Use the space below to provide the following information. Please limit your response to the spaces provided.

A. Youth Service: Describe your experience and expertise with youth service programs and how your agency is involved with these programs now and in the recent past.

Tracy Unified School District (TUSD) has a long history in developing and implementing youth service programs. TUSD is in its fourth year of implementing service learning with support from a CalServe Service Learning Grant. TUSD ensures that all students have at least three service learning experiences between kindergarten and twelfth grade. Service Learning Coordinator, Bill Hopman, trains staff and facilitates service learning projects. A service learning web site hosts projects and lessons that can be replicated by teachers. TUSD has a Service Learning Community Advisory Committee with members from Tracy Interfaith Ministries, Tracy Family Shelter, City of Tracy Parks and Community Services, and other non-profit organizations. The Service Learning Community Committee gives TUSD on-going information on the greatest need in Tracy. All TUSD schools have Service Learning, Character Education, and Tolerance Education Programs which support the Cesar E. Chavez values. TUSD recognizes the need to increase student learning through service that benefits the students and the community.

B. Afterschool Programs: Describe your experience and expertise with developing and implementing afterschool programs, particularly those involving middle school students.

TUSD's expertise with developing and implementing afterschool programs is evidenced in the collaboration with the Tracy Boys and Girls Club Afterschool Education and Safety Programs (ASES). The first program opened at the Monte Vista Middle School Boys and Girls Club site three years ago and services students from Monte Vista Middle School (MVMS). The collaboration has resulted in five ASES programs located at underperforming Title I Schools which include the physical, intellectual, psychological and social benefits of a successful afterschool program. Each student in the ASES program is monitored for academic achievement on state tests. In addition MVMS's afterschool programs offer tutoring and remediation, along with clubs and sports. Between collaborative efforts and solid existing programs, TUSD shows a track record of establishing quality and responsive after school programs. A Cesar E. Chavez Club would be melded with the existing Service Learning, Character Education and Tolerance Education programs in order to support the legacy and values of Cesar E. Chavez.

C. Middle School Identification: Describe how the proposed middle schools were identified for development of Cesar E. Chavez Afterschool Service Clubs. How will your agency work with them to develop and implement the Service Clubs?

MVMS is committed to the development of a Cesar E. Chavez Afterschool Service Club. MVMS was identified for its status as a Title One and a Program Improvement School. MVMS the only eligible middle school in the District. In addition, MVMS has four classes of Advancement Via Individualized Determination (AVID). AVID students are students in the middle who need the academic skills and inspiration to be college bound. Students at MVMS are underserved and need to have opportunities for education and structures for success. Service Projects offer opportunities for education and the Chavez values are the structure for success. MVMS has a dedicated staff and administration that will support the Cesar E. Chavez Club through its development and implementation.

D. AmeriCorps *VISTA Roles and Supervision: Describe your plan for supervising and supporting the AmeriCorps *VISTA members who will be assigned to your agency. What roles will they take in developing the *Service Clubs* for the middle schools? How will they work with the middle schools?

TUSD will provide supervision, support, and space for the AmeriCorps VISTA member assigned to and supervised by the District. The AmeriCorps VISTA member will be given classroom space and an office at MVMS to facilitate school and community projects. The AmeriCorps VISTA member will work directly with teachers and students in the Cesar E. Chavez Club to assess community needs, to design projects, and to implement projects that meet the needs of the community. The AmeriCorps Vista member and students from the club will join the District Service Learning Community Committee and learn directly from the primary providers about the greatest need in the community. The AmeriCorps VISTA member will collaborate with the District Service Learning Coordinator whose expertise in service projects will support the AmeriCorps VISTA member to be an integral part of the district's efforts to implement Cesar E. Chavez legacy and values.

E. Lead Staff: Who will be the staff person in charge of this program at the agency level? Provide name, title, and brief description of duties.

The Director of Student Services, Rebecca Frame, is in charge of the program and oversees Prevention Services, Health Services, Tolerance Education, AVID, Service Learning, Character Education, and Anti-Bullying Programs. Her primary responsibility is to ensure safe and responsive environments for students.

E. Cesar E. Chavez Life and Values: Describe any programs you currently provide related to Cesar E. Chavez and his legacy? What opportunities will you provide for teachers within your agency to participate in training on integrating lessons and service related to Cesar E. Chavez into the regular school day?

TUSD provides Service Learning, Tolerance Education, and Character Counts programs that integrate the values of Cesar E. Chavez and his legacy. TUSD celebrates Cesar E. Chavez and recognize students and families for exemplary achievements. TUSD offers many opportunities for teachers to participate in training and service related to Cesar E. Chavez and his legacy. Every Monday, teachers have staff development release time during the school day to develop lessons and receive training. Once a year, TUSD offers an all day paid staff development day in which teachers can be trained. This year, training on anti-bullying and tolerance education was offered to all teachers in the district. The Cesar E. Chavez club coordinator and selected staff will receive additional training on the Model Curriculum on the Life and Work of Cesar E. Chavez and in turn recruit participation in the internet based program available to all teachers.

F. Other: Please provide any other information that would be helpful to your application.

TUSD has a primary goal to Develop Responsible Citizens. This is realized in district wide service learning opportunities and programs and activities that reinforce tolerance and the celebration of diversity. TUSD is a Title I and under performing District coupled with a high population of youth in need of goal setting, educational skills, and mentoring. Tracy, located in San Joaquin County, has a personal history with Cesar Chavez as he worked in the central valley and his ideals and accomplishments are well known and respected throughout the District.

V. Middle School Program Summaries

Provide a brief overview of your plan for a Cesar E. Chavez Afterschool Service Club in each of the proposed middle school. Limit your response to the space provided for each middle school; attach an additional sheet for each school. Please include a description of:

- Plans for student participation (selection, number, other elements);
- Days and hours of operation;
- Strategy for identifying community service projects – both large scale and ongoing;
- Past and current experience with afterschool programs, youth service, service-learning, community collaboration, Cesar E. Chavez learning programs, and other related programs or activities; and
- Staffing plan for your proposed Service Club, including a description of the agency that will operate the club if it is not the middle school itself.

Refer to the required program elements (RFA pages 3-5) and selection criteria (RFA pages 13-14) for more information.

1. Middle School Name:

Summary of plan for Cesar E. Chavez Afterschool Service Club for middle school:

Twenty to forty 6th through 8th grade students will be recruited for the Monte Vista Middle School Cesar E. Chavez Afterschool Service Club. MVMS will select students who are recommended by teachers and staff, who select themselves, and who are suggested by their parents/guardians on a first-come, first served basis. Each student will sign a commitment paper, agreeing to pledge at least 3 days per week, 1.5 hours per meeting, to learn about the Cesar E. Chavez values and legacy, to meet with parent and community groups to investigate needs, to plan and participate in large and small service projects, and to reflect on the physical, intellectual, psychological and social benefits of service while learning leadership. Students will commit themselves to at least 5 Saturdays for projects and will encourage parents/guardians and school staff to volunteer.

In order to identify the projects for the group, in addition to getting input from the school community, the students and adults will meet with the Tracy Unified School District's Service Learning Advisory Community Committee, the District Diversity Committee, and the local college community. Using these community resources club members will identify the greatest needs while giving them an opportunity to play an important role providing service to the people in our local area.

MVMS is confident in the ability to have a successful Cesar E. Chavez Afterschool Service Club due to a successful history of after-school programs in addition to on-going academic and service clubs, such as a tutorial program, a Recycling Club, a Wilderness Club, an Ecology Club, a School-wide Beautification Program, and W.E.B. (Where Everyone is Welcome) Program. MVMS will participate in with the San Joaquin County Office of Education on March 31 Cesar E. Chavez Day, Make a Difference Day, and other service days. MVMS will also host projects each year including the Relay for Life weekend, the Daffodil Days, and the "Write a Soldier" Project.

The Cesar E. Chavez Afterschool Service Club will be successful with leadership from Rebecca Frame, the School District Director of Student Services, who will oversee the program at the district level, and Susan O'Hara-Jones, site Assistant Principal, who will oversee the program at the site level. MVMS staff will be invited to apply for the position and a certificated teacher will be selected for both experience and commitment. MVMS will work with the Americorps*VISTA member and provide office space and supplies to ensure successful for the Americorps*VISTA member's collaboration with MVMS. MVMS will encourage and recruit volunteer participation from our staff and parent/guardian population.

VI. Fiscal Budget Management

Use the space below to include any information about how the finances will be handled and the oversight for budget management.

The MVMS assistant principal, Susan O'Hara-Jones, will oversee the daily site budget for the Cesar E. Chavez Club. All expenditures will be monitored and verified by the District's Director of Student Services who will be responsible for submitting reports. Budget management includes compliance with appropriate fiscal processes established by TUSD. In addition, TUSD has internal and external auditing procedures that ensure the most effective and appropriate use of funds.

VII. Other Information

Use the space below to include any information you would like to include.

MVMS is the best candidate for hosting a Cesar E. Chavez Club as MVMS has over 900 students who will benefit from the on-going and special event projects created and implemented by the Cesar E. Chavez Club. MVMS has established and collaborates daily with the Boys and Girls Club in an ASES program and has the expertise to implement an afterschool club that will benefit the Tracy community through service. Cesar E. Chavez worked in the Tracy community recruiting membership for non-violent civil protest. The Cesar E. Chavez Club will be embraced in community due to local respect and recognition for his work and legacy.

Agreement and Signature

By submitting this application, I certify that the information provided is true and complete. I understand that if this grant is approved, any false statements, omissions, or other misrepresentations on this application may result in termination of the grant.

Name and Title (printed)	Rebecca Frame, Director of Student Services
Signature	Rebecca Frame
Date	3-14-07

Application Instructions & Checklist

Applications must be received by Youth Service California no later than 5:00 PM, March 30, 2007. Applications can be sent by mail, fax or email. Applications submitted by email or fax should be followed by a one original hard copy and four copies that contain the relevant signatures. **All mailed copies MUST BE postmarked by March 30, 2007.**

Submit applications to:

Cesar E. Chavez RFA Application
Youth Service California
PO Box 70764
Oakland, CA 94612-0764
Email: jamie@yscal.org / Fax: 510.302.0551

For questions, please call Jamie S. Dent @ 510.302.0558.

[illegible]

Cesar E. Chavez After-School Program Budget Narrative

- Items C.1/C.2: Some mileage reimbursement funds for the two adults if they need to run errands for the group.
- Item C.3: Transportation funds for activities and field trips , including one to the Cesar E. Chavez Museum in Bakersfield, CA.
- Item D: We want to provide a small resource library for both adults and children. Supplies such as, poster paper to advertise activities; binder paper and pencils for participants; notebooks for student journals; postage; staples, folders, envelopes (office supplies); paper for parent newsletters.
- Item E: Two Nextel phones for the adult staff for safety and communication.
- Item G.1: Some mileage reimbursement for supervisor's training.
- Item H: Funds for Recognition Ceremony supplies: certificates and metals or pins.



Monte Vista Middle School
751 W. Lowell Ave. Tracy, CA 95376
(209)831-5260
Fax (209)831-5580

Steven W. Donahue
Principal

Susana Deol
Counselor

Susan O'Hara-Jones
Assistant Principal

Nancy Berg
Counselor

March 15, 2007

To: Cesar Chavez After School Service Clubs
From: Steven W. Donahue, Principal, Monte Vista Middle School
Subject: Potential Cesar Chavez Club

It is with a great deal of pleasure that I heartily endorse Monte Vista Middle School's request for a Cesar Chavez After School Service Club. Such clubs are an integral part of our school and our after school activities. Our students enjoy participating in this type of activity.

Monte Vista Middle School currently consists of a widely diversified student body. Despite all of our instruction, I believe that, for many of them, their knowledge of Cesar Chavez and what he stood for is limited. We would like to correct that situation for all of our students.

By honoring the life and values of Cesar Chavez, our students would be able to incorporate the values instilled in them through our Character Counts Program. The two programs would work hand-in-hand through service projects throughout our community and by the commemoration of Cesar Chavez Day and its activities.

These types of activities would help to support our students who have limited economic means and, in some cases, low self esteem. It would be an excellent method of connecting all of our students to our school and to the entire community. This program would also serve as a way to integrate service learning with the academics required of middle school students.

Our school has a long history of after school programs. We have worked extensively with The Boys' and Girls' Club, Babe Ruth, and the local soccer teams to allow them to work with our students after school. We also have an extensive after school tutoring program that has been well attended and quite successful. We have an intra-mural basketball program that has been very successful.

It is with a great deal of anticipation that we look forward to working with your organization in the future. Please feel free to call upon me if any questions arise.

Sincerely,



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: May 14, 2007
Re: Approve Changes to High School Student Handbooks

Background: The Board of Trustees is asked yearly to accept revisions and changes to school handbooks. The high school handbooks have a variety of proposed changes.

Rationale: Changes in School Handbooks need to be reviewed with the Board of Trustees. It is important that handbooks are reviewed yearly for accuracy and compliance with new policies. High school administration and staff review handbooks on site and then propose changes to the Director of Student Services. The Director of Student Services works with all the schools to maintain consistency between their handbooks. The proposed changes are then presented to the board for approval. This agenda item meets strategic goal #4-Develop Responsible Individuals.

Funding: N/A

Recommendation: Approve Changes to High School Student Handbooks

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

Proposed Changes to High School Handbooks for 2007-2008
Strike out are omissions and Bold are additions

Perfect Attendance Section Tracy High p.14 West High School p. 5

Change: Add words “within” to the sentence “To receive perfect attendance credit, students are to serve one day of Saturday School within the ten (10) days of perfect attendance.”

Clear Unexcused Absences with Perfect Attendance -- Here's How:

Two weeks of perfect attendance (10 days without absences or tardies) can be applied to clear up to twelve (12) hours of unexcused absences. However, a student **MUST APPLY** for this clearance. Applications may be obtained from the Attendance Office. Hours cannot be “banked” for future unexcused absences. To receive perfect attendance credit, students are to serve one day of Saturday School ~~for each~~ **within the** ten (10) days of perfect attendance.

Rationale: The current practice at both high schools is to require the student to serve a Saturday School within the ten days of perfect attendance in order to clear Saturday School hours through perfect attendance. By adding the word “within”, it clarifies that the student must serve a Saturday School on one of the two weekends that touch the perfect attendance weeks. This practice ensures that students are working off Saturday School hours in a timely fashion.

Gifts section Tracy High p. 35 West High School p. 28

Change: Delete section “they will be sent to, and held, in the office. Deliveries of gifts will not be made to classrooms. Students will have to pick up gifts in the office at the end of the school day” and Add section “they will not be accepted for delivery.”

Gifts

We understand the importance of recognizing a special day or event for our students, but receiving gifts at the school to be sent to students ~~is strongly discouraged as it~~ disrupts the academic process. Should flowers, balloons, etc., be received at school for delivery to a student, ~~they will be sent to, and held, in the office. Deliveries of gifts will not be made to the classrooms. Students will have to pick up gifts in the office at the end of the school day.~~ **they will not be accepted for delivery.**

Rationale: School personnel should not be responsible for delivery of gifts to students from either parents or vendors. At Tracy High on a typical school day, the office receives approximately 40 items per day delivered by parents. These items are related to education such as gym clothes, books, and school supplies. School offices do not have the physical capacity or staffing to accommodate deliveries of non-school related items. West High School does not accept gifts brought into the office. The handbook needs to reflect the current practice at West High and to alert THS parents and friends that gifts will not be accepted at the office.

Locker Section Tracy High p. 36

Change: Add two sections on a student's responsibilities with lockers.

Lockers

Lockers will be distributed to students on a first come, first serve basis. During registration, lockers are assigned to students. If you did not attend pre-registration, you may take the following steps to try and obtain a locker.

1. Obtain a "fines paid" statement from the Bookkeeper and Librarian.
2. Have your student ID card with you
3. See the Assistant Principal's Secretary in the counseling office before and/or after school only.

Acceptance of the locker by the student, and use of it, shall constitute acceptance of responsibility for all items thereafter contained within the locker.

Lockers are a privilege. Students who owe fines and/or more than 15 hours of Saturday School time from the previous year will not be assigned a locker until they clear all fines and Saturday School hours.

Lockers are provided for your convenience. Use them at your own risk! Lockers are provided as a convenience and the school, while providing supervision of the buildings, takes no responsibility for the security of these lockers and/or contents.

Materials missing from any school locker are a student's responsibility. Students are required to clear their lockers out by the last Wednesday of the school year or pay a \$5.00 locker clean out fee.

Students are prohibited from using any other locker than the one assigned to that student.

Dependent upon the infraction, students who abuse locker privileges may forfeit locker privileges for the remainder of the school year and/or may be subject to other disciplinary action.

The school retains the final control over all lockers and reserves the right to search as necessary to maintain a safe school environment as per Education Code 44807.

Rationale: Students should be prohibited from using other students' lockers to prevent students from losing or destroying other students' property. When lockers are abandoned, traded, or shared without permission, it is difficult to hold students accountable for the materials in the locker and to hold students responsible for missing books. Lockers are checked out to individual students and lock combinations are recorded for each student. It is imperative that lockers are kept as safe and secure as possible.

Some students abuse locker privileges by abandoning lockers or taking over abandoned lockers without the permission of the school administration. This practice prohibits the school from assigning these lockers to newly enrolling students who must wait for an available locker. Students should be notified that they can forfeit locker privileges and may be subject to other disciplinary action dependent upon the infraction.

School Rule on Defiance of Authority Tracy High p. 58 West High p. 52

Change: Add two examples of Defiance of Authority

IV. Defiance of Authority Refusal to follow school rules and regulations or take directions from a staff member, Security, or other responsible adult such as horseplay or failure to report to support room	Administrative decision which would include one of the following: -Detention -Parent Conf. -Support-Room -Saturday School -1-5 day suspension	All day Support Room, One to five (1-5) day suspension from school.	1-5 day suspension from school.	1-5 day suspension from school and recommendation for expulsion.
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Rationale: Although horse play and failure to report to support room are considered defiance of authority and disruptive to the school environment, they are not specifically listed in the handbook. Adding the wording as examples under Defiance of Authority gives students two more examples of unacceptable behavior and guides students toward proper behavior.

School Rule on Electronic Devices and Cell Phones THS pgs 60 and 61 WHS p. 55

Change: Combine the two rules into one rule under Electronic Devices and add examples to reflect current technology. Strike out old rule on electronic devices and cell phones and pagers

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XVIII. Electronic Devices Radios, pagers, cellular phones, laser pointers, CD players, and tape recorders, but not limited to, are NOT allowed on campus unless authorized by the school administration. This includes head-set radios, cameras, and head-set tape players (for example Walkmans)	Unit confiscated by school personnel and returned to the owner via an Assistant Principal at the close of the school day.	Unit confiscated; Parents must contact the Assistant Principal's office.	Unit confiscated; Support Room, or 1-3 day suspension and Parent to contact the Assistant Principal	1-5 day suspension from school.

XXVI. Cell Phones and Pagers	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Students are allowed to have cell phones and pagers while on campus. However, they must be turned off and out of sight. Students are not to check voicemail, text message, or turn on phones during the school day.	Unit confiscated by school personnel and returned to the owner via an assistant principal at the close of the school day.	Unit confiscated and parents must pick up phone from office.	Unit confiscated, support room, or 1-3 day suspension AND parents must pick up phone from office.	1-5 day suspension

New Rule combines Electronic Devices and Cell Phones/Pagers

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XVIII. Electronic Devices Radios, cameras, Ipods, MP3 players, laser pointers, CD players, and tape recorders, but not limited to, are NOT allowed on campus unless authorized by the school administration. Students are allowed to have cell phones while on campus. However, they must be turned off and out of sight. Students are not to check voicemail, text message, or turn on phones during the school day.	Unit confiscated by school personnel and returned to the owner via an Assistant Principal at the close of the school day.	Unit confiscated; Parents must contact the Assistant Principal's office.	Unit confiscated; Support Room, or 1-3 day suspension and Parent to contact the Assistant Principal	1-5 day suspension from school.

Rationale: The rule on Electronic Devices needs to be updated to include Ipods and MP3 players and outdated electronic devices need to be removed as examples. The two sections cover the same offense and procedures and therefore should be added into one rule. The process remains the same.

Harassment, Hate Violence, and Hate Bias Incident Section Tracy High p. 58 West High p. 59

Change: Add the word “Bullying” to the school rule header and in the description section

<u>Education Code 48900.3, and 48900.4</u> Penal Code 422.6	Hate Violence/Hate Bias Incident/ Bullying /Harassment: A substantiated charge against a student shall subject that student to student disciplinary action, up to and including suspension or expulsion.
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Hate Violence/Hate Bias/ Bullying /Harassment	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
	Administrative decision which would include one of the following: Parent conference, Support Room or suspension from school for 1-5 days and possible recommendation for expulsion.	3-5 day suspension and possible recommendation for expulsion.	3-5 day suspension and possible recommendation for expulsion.	Five (5) day suspension and possible recommendation for expulsion.

Rationale: This section of the school rules clarifies for students that any form of hate bias or harassment behavior is not tolerated. By adding the word “Bullying” to the section it clarifies that bullying behaviors are hate bias behaviors and harassment. Students need to be notified that any behavior of this nature is strictly prohibited.

Lost and/or Damaged Books Tracy High p. 36 West High p. 29

Change: The Lost and/or Damaged Books section needs to be changed to include a fee for missing or torn pages in a book and a fee for lost books. In addition, the student and parent/guardian need to know that report cards and transcripts can be withheld until fines are paid.

Lost and/or Damaged Books

According to Education Code 48904(b), the parent or guardian of a minor shall be liable to a school district for all property belonging to a school district loaned to the minor and not returned upon demand of an employee of the district authorized to make the demand. This includes textbooks and library materials. Students must compensate the District for damaged and/or lost library and textbooks as follows:

<u>Description of Book Damage or Loss</u>	<u>Fee</u>
Any Book Damaged Beyond Use	Replacement cost
Bar Code Missing or marked	\$5.00
Missing Pages (maximum of five pages)	\$5.00 per page
Missing/Torn page	Starts at \$2.00 per page
Missing/Torn Pages (more than five pages)	Replacement cost
Water Damage	Begins at \$10.00
Cover Damage	Begins at \$5.00
Marks/Scribbles	\$3.00 per page

Minimal Spine and/or Cover Damage	\$5.00
Severe Spine and/or Cover Damage	Replacement cost
Stolen/Lost	Replacement cost

After receiving a textbook, the student should carefully inspect its condition. The student has five (5) school days after receiving a textbook to report damage to the library. After this grace period, the student and parent/guardian are liable for all damages.

It is required that all library books and/or textbooks be returned either at the end of the school year or at the time a student checks out of school during a school year. If a textbook is lost or stolen, the student will be charged the replacement cost of the book which must be paid before a new copy will be issued to the student. If the book is found within a year from the date the book was lost, a student may get a refund upon presenting a receipt. All books not returned by the last day of finals will have an overdue charge of \$5.00 per book. Additional fees for overdue fees shall be added for every year that the book is not returned.

A student's high school diploma **and transcripts** will be held **from students and parents/guardians** until the **lost or damaged** book is either returned or the fee is paid. **In grades K-8 a student's report card will be held until the book is either returned or the fee is paid.** Upon return of the book in good condition or payment of the fee, the student's diploma will be released. If a book is misplaced and then found at a later date, the student may return it for release of the diploma only within one year's time (June of the following year). After a year, the student may receive his/her diploma only by paying the replacement cost of the book plus all fees.

Rationale: The Lost and Damaged Book section needed updating to include missing and torn pages. It also needed a section that stated transcripts and grades can be withheld from parents and students until books are returned or fines are paid.



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: May 1, 2007
Subject: Adopt Revised Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency (1st reading). ex

Background: Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency needs to be revised to reflect the new graduation requirements at George and Evelyn Stein Continuation High School. Periodically, board policies are reviewed for accuracy and compliance. George and Evelyn Stein High School's opening in August 2007 allows an opportunity for the revision of graduation requirements from George and Evelyn Stein Continuation High School. During the review of the policy, it was determined that new language needed to be added to be in compliance with current law.

Rationale: The staff and administration at George and Evelyn Stein Continuation High School find that an increase of 10 (ten) credits in English and 10 (ten) credits in Science will better prepare students for their academic and professional life after graduation from high school. The additional 10 (ten) credits in Science will be a Human Physiology course which is currently taught at the comprehensive high schools. The requirement for 5 (five) credits of Occupational Knowledge has been deleted. The Occupational Knowledge information will be included in 11th grade English where students write resumes, business letters, and fill out job applications. Career exploration will be incorporated into other subject areas at George and Evelyn Stein Continuation High School. The total requirements for graduation will increase by 5 (five) credits.

Other minor changes in the policy are the elimination of dates that are no longer necessary and replacement of wording to conform to suggested wording from the California School Board's Association. In addition, suggested wording from the California School Board's Association included Education Code requirements previously not cited in the policy. These Education Codes were added to the policy in order to update the policy to current law. The District is in compliance on these additional Education Codes but did not have them specifically listed in the policy. This supports Strategic Goal #2- Create Quality Learning Environments.

Funding: Not Applicable

Recommendation: Adopt Revised Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency (1st reading).

Prepared by: Rebecca Frame, Director of Student Services & Curriculum

HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

~~Graduation from the schools of this district implies that students have satisfactorily completed the prescribed courses of study in accordance with their respective abilities to achieve, that they have satisfactorily passed any examinations and other requirements set by the district, and standards of proficiency as required by law.~~

~~It is expected that the instructional staff will apply measures of achievement to provide evidence that each student has progressed far enough toward school goals and objectives to warrant graduation according to paragraph one above.~~

The Governing Board desires to prepare each student to obtain a diploma of high school graduation in order to provide students with opportunities for postsecondary education and/or employment.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

Graduation Requirements From Tracy's Comprehensive High Schools

A student must complete 220 credits and will normally carry a minimum of thirty credits each semester while in school. ~~All students whose class graduates by June 2003 must meet local proficiency test requirements in language arts, writing and mathematics. Beginning with students whose class graduates in June 2006.~~ Passing the California High School Exit Exam is required for graduation. Students must complete the total number of credits in each of the areas listed below:

	For the classes of 03-05	Beginning with class of 06
English	40 credits	40 credits
Social Studies	30 credits	30 credits
Science	20 credits	30 credits
Math	20 credits	20 credits
Fine Arts or Foreign Language	10 credits	10 credits
Physical Education	20 credits	20 credits
Required Course Total	140 credits	150 credits
Elective Courses	80 credits	70 credits
TOTAL	220 credits	220 credits

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

Three years of science is to include at least one course in biological science and at least one course in physical science.

All students must take and pass at least two years of math while enrolled in high school and one of the two classes must be Algebra I or Integrated Mathematics I (IMP). **This requirement may be completed in grade 8. Education Code 51224.5 clarifies that completion of algebra coursework prior to grade 9 may satisfy the algebra coursework requirement, but does not exempt a student from the requirement to take at least two years of mathematics in grades 9-12.**

~~Beginning with the graduating class of 2006,~~ Students must take four years of English, two of which must address the ninth and tenth grade standards addressed on the California High School Exit Exam.

Beginning with the graduating class of 2008, all students will demonstrate mastery of district identified technology skills.

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Students shall not be required to have resided within the district for any minimum length of time as a condition of high school graduation (Ed Code 51411)

The Golden State Seal Merit Diploma shall be issued to eligible students who meet the criteria as set forth by the State Board of Education.

Students who complete 100 hours or more of documented community service will receive a special notation on their transcript.

Supplemental Instruction shall be offered to any student who does not demonstrate “sufficient progress,” as defined in Board policy, toward passing the exit examination. (Education Code 37252, 60851)

Students who successfully complete all of Tracy Unified School District graduation requirements but ~~are unable to pass~~ **have not passed** the California High School Exit Exam will receive a Certificate of Completion in lieu of a diploma. Students with a ← Special Education IEP who successfully complete all graduation requirements specified in the IEP but **have not passed** ~~are unable to pass~~ the California High School Exit Exam

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

shall be eligible for a Certificate of Completion or a diploma, depending upon existing law. Students eligible to receive a Certificate of Completion may participate in all senior activities, including graduation ceremonies, subject to appropriate policies.

The District may retroactively grant a high school diploma to a former student who was interned by the order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. (Education Code 51430)

In addition, the Board may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

If a student successfully completes the district's graduation requirements while attending a juvenile court school or nonpublic, non sectarian school or agency, the district shall issue the student a diploma from the school the student last attended. (Education Code 48645.5)

At the beginning of each school year or at the time a student transfers into the District, the Governing Board shall provide written notification to all students in grades 9-12 and to their parents/guardians that each student completing the 12th grade shall be required to successfully pass the state's high school exit examination as a condition of graduation. The notification shall include, at a minimum, the date of the examination, the requirements for passing the examination, and the consequences for not passing the examination. (Education Codes 48980, 60850, 60859).

The examination shall be administered in accordance with law, Board Policy, and administrative regulation.

When students do not demonstrate sufficient progress toward passing the exit examination supplemental instruction offered by the District shall be designated to assist students to succeed on the exit examination and shall reflect statewide academic standards to the extent that the district has aligned its curriculum with those standards. (Education Code 60851)

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

Supplemental instruction shall include summer school instructional programs for students in grades 7-12 who do not demonstrate sufficient progress toward passing the exit examination. (Education Code 37252)

Limitations:

1. Except where specified, courses which are repeated earn credit one time only. In the instance where a course is repeated, the second set of grades will be included on the student's permanent record.
2. A maximum of 40 credits from any work experience education may be credited toward graduation requirements. Students may be enrolled in no more than two (2) periods of outside work experience.
3. A maximum of 10 credits from any combination of teacher's aide, office aide, tutor, library aide, etc., may be applied toward graduation. These credits can only be earned during the 11th and/or 12th grade.
4. A maximum of 40 credits of physical education may be credited toward graduation requirements.
5. Units of credit earned at all other accredited schools and correspondence schools may be transferred. Units from correspondence schools must have prior approval of the student's counselor and administrator.
6. By arrangement, and with prior approval, certain units earned concurrently at other institutions may also be accepted toward graduation. ROP/ROC classes and centers are examples and more information can be obtained from the counseling staff.
7. Units of credit earned on independent contract study or home teaching must have prior approval of the student's counselor and administrator.
8. Units of credit earned at non-accredited schools may be accepted provided there is substantial supportive evidence that the units earned conform to the Carnegie standard of earned credit.

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

9. Units of credit received through the Tracy Adult School must be earned concurrently and have prior approval of the student's counselor and the adult school administrator or designee to be applied toward graduation from high school.
10. Units of credit earned from an institution of higher learning; i.e., an accredited community college or a four (4) year college; may be considered for graduation only if the following criteria is met:
 - a. The student must be currently enrolled as an eleventh or twelfth grader in high school during the time that the college classes are being taken.
 - b. The student must obtain prior written approval from the high school principal and the junior college/college involved in order for units of college credit to be applied toward high school graduation.
 - c. The student must be enrolled in at least four classes at high school during the semester he/she is concurrently enrolled.
 - d. A maximum of twenty (20) units from the higher institution of learning may be credited toward graduation from high school.
 - e. Consideration for credit transfer will not be granted to former students, who left high school before graduation, or who are not age appropriate for re-enrollment.

Early Graduation From Tracy's Comprehensive High Schools

American government, economics, and English IV courses shall be primarily limited to twelfth grade students and to students who are age appropriate for twelfth grade. Enrollment of eleventh grade students in Senior required courses will be based on space availability, student grades and attendance, and the ability of the student to graduate early.

Early graduation petitions must be submitted to the site administration by September 10th of the school year that the student intends to graduate. Students ~~whose class will graduate beginning in 2006~~ must have previously passed the California High School Exit Exam as per the state requirement. Special consideration can be given to hardship cases after the

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

September 10th deadline. The petition must be signed by the student, parent/legal guardian, counselor, and school principal, and must include:

1. The rationale for the request to graduate early
2. An action plan for completing the required course work for early graduation
3. A complete record of the student's grades and credits earned to date
4. The attendance record for the student.

Once completed, the petition to graduate early must be submitted to Student Services for review then to the Board of Trustees for final approval.

Students who graduate at the end of the first semester will not be allowed to participate in second semester Senior activities. The student will be allowed to participate in the graduation ceremonies and post graduation activities, subject to the approval of the principal. Students, who graduate early must be in good behavior standing in order to participate in the graduation ceremony and any post graduation activities.

Standards of Proficiency

~~Students who are presently in the class scheduled to graduate beginning in 2006~~ are required to pass the California High School Exit Exam as per the state requirement in order to obtain a diploma.

The Superintendent or designee shall provide remedial instruction for any student who does not show adequate progress toward mastery of basic skills. This instruction may be provided in summer school and shall continue until the student has been given numerous chances to achieve mastery. (Education Code 51216).

Notices to students in grades 9 to 12 shall inform parents/guardians that the student shall not receive a high school diploma unless the prescribed standards are met. (Education Code 51216).

When a student's progress towards proficiency in basic skills does not meet district standards, or the student fails to pass the California High School Exit Exam, the

HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY (continued)

principal or designee may arrange a conference in which the student, the parent/guardian and a certificated employee familiar with the student's progress discuss the assessment results and steps to be taken to assist him/her toward the mastery of basic skills. (Education Code 51216).

Graduation Requirements From ~~Duncan-Russell~~ George and Evelyn Stein Continuation High School

Students must earn ~~180~~ 185 credits and complete all required subjects as outlined below, and ~~pass the minimum proficiencies within each required subject area through a combination of acceptable work turned in and incremental testing at a level of 70% or better.~~

~~In addition to earning 180 credits and completing all required subjects, students in 11th or 12th grade as of the 2001-02 school year must meet the High School District proficiency standards in language arts, writing and mathematics. Students classified as 10th-graders or below as of the 2001-2002 school year will be required to pass the California High School Exit Exam in addition to meeting district units credits. Unit Credit requirements are:~~

Current Requirements 2006-2007

English.....	30 credits
Social Studies	30 credits
Science.....	20 credits
Math (<i>including Algebra I or equivalent</i>)	20 credits
Fine Arts	10 credits
Occupation Knowledge	5 credits
Electives including Physical Education	65 credits
Total.....	180 credits

New Requirements 2007-2008

English	40 credits
Social Studies	30 credits
Science	30 credits
Math (<i>including Algebra I or equivalent</i>)	20 credits
Fine Arts	10 credits

HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY (continued)

Occupation Knowledge.....	5 credits
Electives including Physical Education.....	55 credits
Total.....	185 credits

Three years of science is to include at least one course in biological science and at least one course in physical science.

Legal Reference:

EDUCATION CODE

51215-51217	Student Progress, elementary and secondary schools (re: standards of proficiency)
51224	Skills and knowledge required for adult life
51225	Graduation requirements
51260 et. Seq.	Drug education
51400-51441	Diplomas and certificates
51411	Residency and graduation
52510	58500 Alternative Schools

EDUCATION CODE

37252 Supplemental instructional programs

48430 Continuation education schools and classes

48645.5 Acceptance of coursework

48980 Notification of parent/guardian

51224 Skills and knowledge required for adult life

51224.5 Algebra instruction

51225.3 Requirements for graduation

51225.5 Honorary diplomas; foreign exchange students

51228 Graduation requirements

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

51240-51246 Exemptions from requirements

51410-51412 Diplomas

51420-51427 High school equivalency certificates

51450-51455 Golden State Seal Merit Diploma

56390-56392 Recognition for educational achievement, special education

60850-60859 High school exit exam

66204 Certification of high school courses as meeting university admissions criteria

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of pupils from grade 12 and credit toward graduation

Management Resources:

CSBA POLICY ADVISORIES

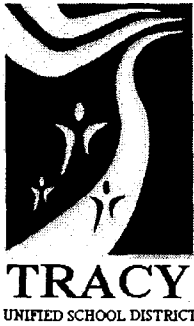
Preparing for the High Stakes of the High School Exit Exam: An Examination of Certificates of Completion, September 2005

Algebra I Requirement: Eligibility for High School Diplomas, March 2004

WEB SITES

CSBA: <http://www.csba.org>

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



HUMAN RESOURCES MEMORANDUM

To: James Franco, Superintendent
From: James Mousalimas, Assist. Supt. of Human Resources
Date: May 11, 2007
Subject: Adopt Resolution #06-27 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds

BACKGROUND: At the end of the 2006-07 school year, a special needs student that receives one-on-one Para Educator services has reached maximum age, therefore the student will not be returning for the 2007-08 school year. The Para Educator II position that works solely with this student will no longer be needed. Therefore, this position is being eliminated. In order to implement this reduction, the attached resolution must be adopted.

RATIONALE: Reduction in Classified staff is needed due to special needs student reaching maximum age at the end of the 2006-07 school year.

RECOMMENDATION: Adopt Resolution #06-27 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds

Prepared by: James Mousalimas - Assist. Supt. for Human Resources



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 06-27**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to reduce the following position in the District not later than August 10, 2007 due to lack of work/lack of funds:

Stein High School
6 hour/ 10 month Para Educator II position (Special Education Funding)

NOW, THEREFORE, BE IT RESOLVED that it shall be necessary to reduce the work year for 1 Classified employee, equivalent to approximately .75 F.T.E.s as shown above, effective August 10, 2007, as a result of lack of work/lack of funds. The Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

ADOPTED by the Governing Board of Tracy Unified School District on May 22, 2007 by the following vote:

AYES:

NOES:

ABSENT:

President, TUSD Board of Trustees
Gregg Crandall

Clerk, TUSD Board of Trustees
Tom Hawkins