

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

**DATE: TUESDAY, OCTOBER 27, 2009**

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

**TIME: 4:30 PM Closed Session  
7:00 PM Open Session**

**A G E N D A**

1. **Call to Order**
2. **Roll Call – Establish Quorum**  
Board: G. Crandall, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn, W. Gouveia.  
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.
3. **Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.**
  - 3.1 **Educational Services:**
    - 3.1.1 Findings of Facts: FF#09-10/16, 20, 21, 22, 23
    - 3.1.2 Application for Reinstatement: AR#09-10/17, 18, 19  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_.
    - 3.1.3 Application for Enrollment: AFE#09-10/3  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_.
  - 3.2 **Human Resources:**
    - 3.2.1 Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_.
    - 3.2.2 Conference with Labor Negotiator  
Agency Negotiator: Sheila Harrison  
Assistant Superintendent of Educational Services & Human Resources  
Employee Organization: CSEA, TEA
4. **Adjourn to Joint Special Meeting with City of Tracy**
5. **Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a** Action on Findings of Facts: FF#09-10/16, 20, 21, 22, 23

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

**6b** Report Out of Action Taken on Application for Reinstatement: AR#09-10/17, 18, 19

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

**6c** Report Out of Action Taken on Application for Enrollment: AFE#09-10/3

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

**7. Approve Regular Minutes of October 13, 2009.**

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

**8. Student Representative Reports:** Tracy High: Renata Guzman ; West High: Ashleigh Paul; Kimball High: Aloukika Shah; Stein High: Nikki Rassmussen

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

**9.1** Williams Middle School Site Update on Achievements and Activities

**10. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

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

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

This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

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

**11.1 Administrative & Business Services:**

**11.1.1** Receive Report on State Budget

6

**11.2 Educational Services:**

**11.2.1** Receive Report on the Great Valley Writing Project

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**12. PUBLIC HEARING:** None.

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_
- 13.1 Administrative & Business Services:**
- |        |   |       |
|--------|---|-------|
| 13.1.1 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 8-9   |
| 13.1.2 | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | 10-11 |
| 13.1.3 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | 12-13 |
| 13.1.4 | Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | 14-15 |
- 13.2 Educational Services:**
- |        |  |       |
|--------|--|-------|
| 13.2.1 | Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Report for Quarter Ending October 15, 2009 | 16-17 |
|--------|--|-------|
- 13.3 Human Resources:**
- |        |   |       |
|--------|---|-------|
| 13.3.1 | Approve Classified, Certificated and/or Management Employment   | 18-19 |
| 13.3.2 | Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment                | 20    |
| 13.3.3 | Ratify Agreement for Special Contract Services with Maxim Healthcare Services to Provide Nurses for Needed Nursing Services | 21-26 |
- 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         | Adopt Board Policy 1230 Community Support Organizations (Second Reading, Intent to Adopt)                              | 27-30 |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.  |       |
| 14.1.2         | Adopt Revised Board Policy 3452 Student Activity Funds (Second Reading, Intent to Adopt)                               | 31-34 |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.  |       |
| 14.1.3         | Approve the Facility Use Agreement for the Tracy Learning Center   | 35-49 |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.  |       |
| 14.1.4         | Authorize Associate Superintendent for Business Services to enter into Agreement for Linen/Uniform Services            | 50-51 |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.  |       |
| 14.1.5         | Adopt Board Policy 5113 and Acknowledge Administrative Regulation 5113, Absences and Excuses (2 <sup>nd</sup> Reading) | 52-58 |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.  |       |

**14.2 Educational Services:**

- 14.2.1** Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Tracy Learning Center Charter School **59-88**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

**14.3 Human Resources:**

- 14.3.1** Approve New Job Description for Irrigation Specialist/Bus Driver/Custodian **89-92**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.2** Adopt Resolution 09-11 Authorizing Teachers to Teach Outside of Their Major/Minor **93-96**  
**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** November 10, 2009  
**17.2** December 8, 2009  
**17.3** January 12, 2010  
**17.4** January 26, 2010  
**17.5** February 9, 2010  
**17.6** February 23, 2010

**18. Upcoming Events:**

- |             |                                    |                               |
|-------------|------------------------------------|-------------------------------|
| <b>18.1</b> | <b>November 11, 2009</b>           | No School, Veteran's Day      |
| <b>18.2</b> | <b>November 23-27, 2009</b>        | No School, Thanksgiving Break |
| <b>18.3</b> | <b>December 21-January 1, 2010</b> | No School, Winter Break       |
| <b>18.4</b> | <b>January 19, 2010</b>            | No School, MLK Day            |
| <b>18.5</b> | <b>February 8, 2010</b>            | No School, Lincoln's Birthday |
| <b>18.6</b> | <b>February 15, 2010</b>           | No School, Presidents' Day    |

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, October 13, 2009**

**4:30 PM:** President Guzman called the meeting to order and adjourned to closed session.

**Roll Call:** Board: G. Crandall, W. Gouveia, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.(attended a portion of closed session)  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry.

**7:01 PM:** President Guzman called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:**

**6a** Action Taken on Findings of Facts: FF#09-10/13, 14, 15, 17, 19  
**Action:** Lewis, Hawkins. **Vote:** Yes-7; No-0.

**6b** Report Out of Action Taken on Application for Reinstatement: AR#09-10/15  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)

**6c** Report Out of Action Taken on Waiver of Expulsion - #WE09-10/3, 4  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)

**6d** Report Out of Action Taken on PE Exemption WHS# 10313415  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)

**6e** Report Out of Action Taken on PE Exemption WHS# 1015557  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)

**6f** Early Graduation: WHS# 1010145; THS #10206096  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)

**6g** Report Out of Action Taken on Consider Leave of Absence Request for  
Classified Employee #UCL-134, Pursuant to Article XXIII  
**Action:** Approve. **Vote:** Yes-6; No-0; Absent-1(Vaughn)

**6h** Report Out of Action Taken on Consider Release of Probationary Classified  
Employee #UCL-135  
**Action:** Approve. **Vote:** Yes-6; No-0; Absent-1(Vaughn)

**Employees Present:** C. Minter, K. Gill, R. Davis, N. Kettner, P. Hall, , D. Langland, R. Moehnke, B. Carter, A. Conteniente, J. Carter, B. Pieretti, J. Cornish-Bowden, B. Fobert

**Press:** None.

**Visitors Present:** G. Kelly, R. Felver, C. Retuta, Langland Family, S. Nielson, Quiambao Family, H. Engen, L. Millar

**Minutes:** **Approve Regular Minutes of September 22, 2009.**  
**Action:** Crandall, Hawkins. **Vote:** Yes-7; No-0.

**Student Rep Reports:** None.

## **Recognition & Presentations:**

### **9.1 George Kelly School Site Update on Achievements & Activities**

Principal of Kelly School, Khush Gill, introduced the presenters which included Bev Pieretti, Joy Cornish Bowden, Roland Davis, Lynne Millar, Heather Engen, Maria Quiambao and her children, Bo, Amber and Bryson. A power point was presented which reviewed their mission, academics and special programs for 7<sup>th</sup> and 8<sup>th</sup> graders. Their API scores had a 40 point gain to 807 and next year's goal is 825. Some of the tower classes available are leadership, dance, band and science olympiad. Students are also involved in the spelling bee competition, leadership role models and after school kick boxing class. Parents agree that they are very fortunate to have 200 volunteers in the classroom. They have a very active PTO who help in the office, with traffic and after school programs. This year there is a lot of positive changes and feeling of community due to events such as family literacy night, science night and movie nights. Annual science night on Oct. 28<sup>th</sup> and everyone is invited.

Beau, Amber and Brison Quiambao are all students at Kelly. They each spoke about their positive experience. They have not yet missed a day of school. Their mother, Maria Quiambao, feels the office staff is very friendly and they quickly respond to questions or concerns of students and parents. The principal and vice principal are very involved administrators and they are open to suggestions and take time to know students and parents. Teachers are passionate and always encourage students to meet and exceed academic goals. Assemblies are well organized and after school programs have a variety of programs from sports to science. It has been well received by parents and students. Kelly is a safe and great place for learning

Mrs. Gill thanked the staff, Board members and cabinet for supporting their focus.

### **9.2 Recognize Freiler 6<sup>th</sup> Grade Student, Steele Langland, who has the Distinction of Being the Youngest Ever in the Nation to Pass the Local Tournament Director Test which is Administered by the U.S. Chess Federation**

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison recognized 6<sup>th</sup> grader, Steele Langland and 8<sup>th</sup> grader, Jordan Langland for recently passing the local tournament director test. To be eligible they had to participate in 10 official tourneys and read and understand the 152 page rule book. Steele is the youngest and Jordan is the 2<sup>nd</sup> youngest in the United States. Both will be directors at the tournament at UOP in Stockton. Dr. Franco and President Guzman presented certificates to them.

### **9.3 Recognize Randy Moehnke for receiving a Lawrence Livermore National Security, LLC Community Gift Program 2009 Grant for \$6000 for the Space & Engineering Academy at Merrill F. West High School**

Assistant Superintendent of Educational Services and Human Resources, Dr.

Sheila Harrison, recognized Randy Moehnke for receiving a \$6,000 grant from Law LLNS. There were 73 applications and 21 were selected for awards. A reception was held in Livermore on September 25<sup>th</sup>.

**Hearing of Delegations**

None.

**Information & Discussion Items:**

**11.1 Administrative & Business Services:**  
Receive Report on State Budget

Associate Superintendent, Dr. Casey Goodall, presented a video about the financial condition of the schools. The numbers have now come in and it is possible that an additional \$1,000 per student could be cut.

Trustee Hawkins left the meeting at 7:48 p.m.  
Trustee Hawkins returned to the meeting at 7:53 p.m.

**Public Hearing:**

None.

**Consent Items:**

**Action:** As amended. Changing item g from Urban Ernst to F & H Construction.  
Lewis, Crandall. **Vote:** Yes-7; No-0.

Dr. Franco reviewed the donations and appreciates the generosity of the donors.

Mr. Cisneroz is with the roofers union and spoke about the roof replacement at various school sites. He wanted to request information about Kodiak Roofing. Dr. Franco suggested he make the request through our communications specialist, Jessica Cardoza. He was given her email and phone number.

- 13.1 Administrative & Business Services:**
- 13.1.1** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
  - 13.1.2** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
  - 13.1.3** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
  - 13.1.4** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
  - 13.1.5** Approve Assembly Vendors and Site Assembly Utilization Calendars
  - 13.1.6** Approve Monthly Budget Adjustment Report, July, August, Sept., 2009
  - 13.1.7** Approve Revolving Cash Fund Reports for July, August, Sept., 2009

- 13.2 Educational Services:**  
**13.2.1** Approve Overnight Field Trip to the San Francisco Maritime National Historic Park for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School on November 12-13, 2009  
**13.2.2** Approve Overnight Travel for 14 IB Academy Staff and 28 Senior IB Diploma Candidates to Point Bonita YMCA, Sausalito, California, on January 16-17, 2010

- 13.3 Human Resources:**  
**13.3.1** Approve Classified, Certificated and/or Management Employment  
**13.3.2** Ratify Payment for an Assistant Football Coach at Tracy High School for the 2009-10 Football Season  
**13.3.3** Ratify Payment for an Assistant Volleyball Coach at Tracy High School for the 2009-10 Volleyball Season  
**13.3.4** Approve Agreement for Special Contract Services with @ Work Medial Services to Provide Nurses for Needed Nursing Services

**Action Items:**

- 14.1 Administrative & Business Services:**  
**14.1.1** Approve Geosphere Consultants Inc to Perform Geotechnical Engineering Services for Measure S Modernization Projects  
**Action:** Hawkins, Vaughn. **Vote:** Yes-7; No-0.  
**14.1.2** Adopt Revised Board Policy 1230 Community Support Organizations and New Board Policy 3452 Student Activity Funds (First Reading)  
**Action:** Lewis, Gouveia. **Vote:** Yes-7; No-0.  
**14.2 Educational Services: None.**  
**14.2.1** Adopt Board Policy 5113 and Acknowledge Administrative Regulation 5113, Absences and Excuses (1<sup>st</sup> Reading)  
**Action:** Crandall, Lewis. **Vote:** Yes-7; No-0.  
**14.2.2** Approve Alternative Schools Accountability Modes (ASAM) Indicator Change for Duncan-Russell Continuation High School and Willow Community Day School  
**Action:** Vaughn, Gouveia. **Vote:** Yes-7; No-0.  
**14.3 Human Resources:**  
**14.3.1** Adopt Resolution #09-10 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds  
**Action:** Crandall, Lewis. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Gouveia went on a bus tour with Kelly Lewis and John Heerema. Some of our students come from a long distance. He does not foresee any changes. He also attended the Parks and Rec meeting and reviewed the EIR on the Holly Sugar sports project. It will be going forth. They have planned 166 for active sports and 86 acres for passive uses. The remaining 46 acres will be for future expansion. On October 9<sup>th</sup> he attended a dinner for the Shooting for the Start



Foundation which is Jose Hernandez' foundation. He stressed math, science and technology for our youngsters. He was a presenter for the Tracy multi-cultural event. Trustee Vaughn announced that on November 9<sup>th</sup>, there will be a TUSD college fair at John Kimball High School. There will be 40 difference representatives. Trustee Crandall had several questions, but received the answers. Hats off to Tracy High for giving a beating to West. They put up a fight. There were some issues about ticket pricing but he now understands the answer and wants to tell the parents about the \$8.00 fee. The high school does not set the price of the ticket it's the league that the high schools is in. Also mentioned that lanyards are well worth it to help keep our campuses safe. The first football league games will be played this Friday. West will host St. Mary's and Lincoln will host Tracy. Trustee Hawkins passed. Trustee Lewis agreed that the bus tour was very interesting. They go out as far as Stockton. He learned a lot about corn and the condition of the roads that bus drivers drive on. They reviewed the routes and specific requests that people made. Some requests would make it unsafe for our students and drivers. He did not recommend any changes. Trustee Swenson attended Tracy High Sophomore Soccer game and watched Andrew Gouveia score 2 goals against Bear Creek. West High was outgunned by Granite Bay. Sunday afternoon was a fundraiser for Kenny Perez. He was a sophomore coach for Tracy High, a Tracy High grad and also played at Fresno State. They held a fundraiser for a scholarship fund for his kids. There were over 350 people. The food and everything was donated. It was a good time and very worthwhile. Trustee Guzman attended the Tracy v. West game. It was a great game. He also attended the Jose Hernandez dinner on Friday night with Walter. He sent out a good message. Last night he attended the Learning Center board meeting and everything is going well. They have a little budget crisis that they are working on.

**Superintendent  
Report:**

Dr. Franco. Last week he and Sheila met with athletic directors and coaches and Jeff Frase to work on an evaluation of coaches plan. They talked about procedures and rules and will meet again at the end of the month. Volunteers should be evaluated on a different basis. TEEF is sponsoring a mystery dinner this Friday. He also acknowledged the maintenance and grounds staff today for their work. McKinley, Stein, Villalovoz, Central and Tracy High all lost power. Food Services was very helpful and made sure all lunches were delivered. Central had one of the trees knock down power lines and a transformer. Bill Willner and crew and an SRO were helping direct traffic and worked through the rainy day. Tracy High combined 2<sup>nd</sup> and 3<sup>rd</sup> and then reported to regular classes for the rest of the day. Stein, Villa and Bohn all had trees down. A branch at SWP hit a classroom and students were able to stay in classroom. Maintenance and grounds crews, SROs, truancy officer and Paul Hall all made sure that things went as smoothly as possible.

**8:29 P.M.  
Adjournment.**

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Clerk

Date



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business  
**DATE:** October 16, 2009  
**SUBJECT:** Accept Report on State Budget

**BACKGROUND:** On October 13<sup>th</sup>, staff reported that early reports are beginning to circulate that the California state budget is again out of balance. Revenues for July and August were considerably lower than expected, and September taxes are now expected to be as much as \$1 billion lower than anticipated in the approved state budget. Likewise, anticipated reductions in expenditures have not matched projections. This bad news is exacerbated by the knowledge that the approved state budget was out of balance by approximately \$8 million when adopted.

The report concluded that the financial situation is severe and that nobody knows just how severe the cuts will be, or when they will be resolved. Staff reported that Tracy Unified School District must be prepared to deal with the possibility of greater than expected mid-year cuts of from \$12 to \$20 million.

The implications of this information include the potential for midyear budget reductions. The impact may be measured as follows:

**RATIONALE:** Additional information is now available to provide additional insights into when the economy may begin to recover, and how that may impact TUSD finances.

**FUNDING:** Funding impacts are unknown at this time, but will likely be calculated and announced by early January.

**RECOMMENDATION:** Accept Report on State Budget



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** October 20, 2009  
**SUBJECT:** Receive Report on the Great Valley Writing Project

**BACKGROUND:** The Great Valley Writing Project is funded through the California Writing Project, an entity of the California Subject Matter Projects, and the National Writing Project. The focus is that of improving the teaching of writing through a teachers teaching teachers model. The GVWP offers Invitational Institutes, Open Programs, Professional Development for schools and districts, Inquiry Groups, Guest Author Series, and Young Writers' Programs. The GVWP serves Calaveras, San Joaquin, Stanislaus, and Tuolumne counties.

**RATIONALE:** October 20<sup>th</sup> has been designated as National Writing Day. The purpose of this report is to provide an update regarding the Writing activities that students and teachers have been incorporating as part of the Great Valley Writing Project. This agenda item supports District Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Receive Report on the Great Valley Writing Project

**Prepared by:** Linda Dopp, Director of Alternative Programs



# BUSINESS SERVICES MEMORANDUM

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

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

1. Tracy Unified School District/Bohn Elementary School: From: Wal-Mart Foundation, c/o Bohn Elementary School. The donation is in the amount of \$2,750.00 (check #TBD). This donation was earned through recycling grants for the collection of plastic shopping bags.
2. Tracy Unified School District/Kimball High School: From: California Future Business Leaders of America, c/o Kimball High School. The donation has a value of \$550.00. This donation was given for the Kimball California Future Business Leaders of America Club.
3. Tracy Unified School District/Jacobson Elementary School: From: Walmart, c/o Jacobson Elementary School. The donation has a value of \$1,000.00. This donation was given to enable parents of Jacobson Elementary School to participate in a safety workshop presented by Kidpower, a nonprofit organization.

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

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 19, 2009  
**SUBJECT:** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

---

A. Vendor: Con J. Franke Electric  
Site: Tracy High School – EB Theater  
Item: Notice of Completion  
Services: Provide and install new theatrical lighting system with new control counsel.  
Original Contract: \$39,770.00 Change Order: \$9,805.00 Total Amount: \$49,575.00  
Project Funding: Deferred Maintenance 08/09

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 17, 2009  
**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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



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

---

A. Vendor: Roebbelen Contracting, Inc.  
Site: Tracy High School – Modernization/Reconstruction-Library/Classrooms  
Item: Change Order #1  
Services: Scope of work documented on the change order summary.  
Cost: \$3,301.00; Deduction from contingency allowance previously included in contract  
Project Funding: Measure E Bond Funds & State School Building Fund (SSBF)

---

B. Vendor: Roebbelen Contracting, Inc.  
Site: Tracy High School – Modernization/Reconstruction-Cafeteria/Classrooms  
Item: Change Order #1  
Services: Scope of work documented on the change order summary.  
Cost: \$86,235.00; Deduction from contingency allowance previously included in contract  
Project Funding: Measure E Bond Funds & SSBF

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 17, 2009  
**SUBJECT:** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

---

A. Vendor:	Con J. Franke
Site:	Freiler School, Kelly School, Villalovoz – Relocatable Classrooms
Item:	Notice of Completion
Services:	Provide and install electrical and low voltage systems to nine relocatable classrooms relocated from WHS to Kelly, Freiler, and Villalovoz Schools.
Original Contract:	\$237,200    Change Order: \$14,665.00    Total Amount: \$251,865.00
Project Funding:	Measure S Bond Funds

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# EDUCATIONAL SERVICES MEMORANDUM

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

**BACKGROUND:** Pursuant to the Williams Settlement, the Valenzuela Settlement, and California Education Code Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the July 15 – October 15, 2009 reporting period.

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

**FUNDING:** No cost

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

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

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

District: Tracy Joint Unified School District

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

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

Date for information to be reported publicly at governing board meeting: October 27, 2009

Please check the box that applies:

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

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

Dr. James Franco  
 Print Name of District Superintendent

James Franco  
 Signature of District Superintendent

10-19-09  
 Date



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services &  
Human Resources  
**DATE:** October 16, 2009  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Andrade, Daniel

McDonald, Layton

Motyka, Annabelle

Scott, Sara

## CERTIFICATED

Music (Temporary)  
South/West Park  
Class IV, Step 1, "B"  
\$34,436.21  
Funding: Federal Stabilization Resource 3200

6<sup>th</sup> Core (Temporary)  
Monte Vista Middle School  
Class III, Step 2, "B"  
\$32,921.10  
Funding: General

3<sup>rd</sup> Grade (Replacement)  
South/West Park  
Class IV, Step 3, "B"  
\$47,090.00  
Funding: General

5<sup>th</sup> Grade (Temporary)  
South/West Park  
Class I, Step 8, "A"  
\$33,498.37  
Funding: General

## BACKGROUND:

None

## CERTIFICATED MANAGEMENT

**BACKGROUND:**

Beckman, Staci

**CLASSIFIED**

School Supervision Assistant (Replacement)  
Hirsch Elementary School  
Range 21, Step A - \$11.69 per hour  
1.5 hours per day  
Funding: General Fund

Costa, Sandy

Elementary Attendance Clerk (Replacement)  
\*Filled by current TUSD employee  
Bohn Elementary School  
Range 28, Step B - \$14.37 per hour  
8 hours per day  
Funding: General Fund

Reis, Chantelle

School Supervision Assistant (Replacement)  
Bohn Elementary School  
Range 21, Step B - \$12.24 per hour  
2 hours per day  
Funding: General Fund

Del Rio Renta, Virgen

School Supervision Assistant (Replacement)  
Hirsch Elementary School  
Range 21, Step B - \$12.24 per hour  
1.5 hours per day  
Funding: General Fund

Sua, Janet

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

Sugg, Krystin

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

**BACKGROUND:**

Gumpert, Matt

**COACHES**

Assistant Water Polo Coach  
Kimball High School  
Stipend: \$2,109.48

McMasters, Steve

Sophomore Boys' Basketball Coach  
West High School  
Stipend: \$3,896.19

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

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



TRACY  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
& Human Resources  
**DATE:** October 16, 2009  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified,  
Certificated, and/or Management Employment

## BACKGROUND:

NAME/TITLE

SITE

None

## CERTIFICATED MANAGEMENT

EFFECTIVE  
DATE

REASON

## BACKGROUND:

NAME/TITLE

SITE

Walker, Kimberly  
5<sup>th</sup> Grade GATE

South/West Park

EFFECTIVE  
DATE

10/15/09

REASON

Personal

## BACKGROUND:

NAME/TITLE

SITE

Sousa, Carmine

School Supervision Assist.

Poet Christian

## CLASSIFIED

EFFECTIVE  
DATE

10/12/09

REASON


Personal

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





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:**  Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** October 16, 2009  
**SUBJECT:** Ratify Agreement for Special Contract Services with Maxim Healthcare Services to Provide Nurses for Needed Nursing Services

**Background:** Additional nursing services are needed in order to provide the required continued and necessary services to students.

**Rationale:** The District needs to continue to utilize the services of RN's and LVN's to continue to provide services for students. This agenda item meets Strategic Goal #4: Continuously Improve Fiscal and Human Resources and Facilities and Operational Processes in Order to Facilitate the Achievement of District, State, and Federal Targets and Strategic Goal #5: Recruit, develop and support a high performing workforce.

This agenda item needs to be ratified because the previous contract with Maxim expired on October 16, 2009. There are two LVN's from Maxim currently providing services in the District. In order to maintain services for students in the District the new contract needs to be put in place on October 19, 2009. The Board meeting was not until October 27, 2009.

**Funding:** The costs for these services are between \$41.00 and \$54.00 per hour, plus mileage between school sites. These are the total costs paid to the agency. Contract is not to exceed \$50,000. Funds to cover the cost of these nursing services will be provided from MAA funds.

**Recommendation:** Ratify Agreement for Special Contract Services with Maxim Healthcare Services to Provide Nurses for needed Nursing Services.

**Prepared by:** Sheila Harrison, Ed.D. Assistant Superintendent of Educational Services & Human Resources

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Maxim Healthcare Services, Inc., dba Maxim Staffing Solutions, 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: Perform catheterizations, manage diabetics, provide 1-on-1 LVN services, and perform other nursing duties as required.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of ( 8 ) HOURS/DAY, under the terms of this agreement at the following location: Health Services Department, 1945 W. Lowell Avenue, Tracy, CA 95376, and at various K-12 school sites as required.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay LVN rate of \$41, 1-on-1 LVN rate of \$41, and/or RN rate of \$54 per HOUR, not to exceed a total of \$50,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: Livescan fingerprinting, mileage\*, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.  
*\*District will reimburse Contractor for required intra-district travel at the rate of .55 per mile.*
  - C. District shall make payment on a [ X ] MONTHLY PROGRESS BASIS, [   ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on October 19, 2009, and shall terminate on October 19, 2010.
5. This agreement may be terminated at any time during the term by either party upon one (1) days written notice.
6. Contractor shall contact the District's designee, Cindy Edmiston at (209) 830-3241, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for

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

8. Contractor agrees to maintain the following amounts for Workers Compensation and General Liability, listing Tracy Unified School District as the Certificate Holder:

**Worker Comp:**

E.L. each accident	\$500,000
E.L. disease each employee	\$500,000
E.L. disease-Policy limit	\$500,000

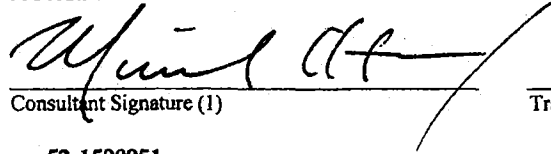
**General Liability: (PL/GL)**

<b>Each Occurrence:</b>	\$2,000,000
Fire Damage:	\$50,000
Med exp:	Excluded
Personal & Adv. Injury	\$2,000,000
<b>General aggregated:</b>	\$4,000,000
Products-Comp/OP AGG:	Included

*PL Certificate must stipulate "PROFESSIONAL LIABILITY" and G/L must state TUSD named as additional insured.*

9. Contractor agrees to hold harmless and to indemnify district for:  
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.
10. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
11. 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.
12. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
13. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

  
Consultant Signature (1)

Tracy Unified School District

52-1590951  
Social Security Number or TIN number (2)

Date

10/20/09  
Date

Title

Mike Hemelt, Regional Controller  
Name/Title

Account Number to be charged

2020 Hurley Way #110  
Address

Department/Site Approval

Sacramento/CA/95825  
City/State/Zip

Budget Approval

916-614-9539  
Phone Number

Date Approved by the Board

Attachments: Certificate of Insurance  
Waiver of Subrogation (attached to Certificate of Insurance)

Documents/School Nurse/Agreement for Special Contract Services.doc 10-16-09 RO

**ATTACHMENT A**  
**MAXIM STAFFING SOLUTIONS**  
**DISTRICT STAFFING RATES FOR**  
**TRACY UNIFIED SCHOOL DISTRICT**

Charges will be based on the following hourly rate schedule effective October 19, 2009:

Service	Weekday Rate	Weekend Rate
RN*	\$54	\$54
LVN*	\$41	\$41
LVN visit (One student)	\$125	\$125
LVN visit (Multiple Students)	\$150	\$150

\* Four hour minimum applies

**Weekend.** Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

**Orientation.** Rates listed above will be charged for all time spent in required DISTRICT orientation.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have DISTRICT supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

**Placement Fee.** For a period of twelve (12) months following that date on which CONTRACTOR Personnel last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by CONTRACTOR during the term of the Agreement. DISTRICT understands and agrees that CONTRACTOR is not an employment agency and that Personnel are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related cost incurred by CONTRACTOR in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training and supervising Personnel. In the event that DISTRICT, or any affiliate subsidiary, department, or division of DISTRICT hires, employs or solicits CONTRACTOR Personnel, DISTRICT will be in breach of this agreement. DISTRICT agrees to give CONTRACTOR either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through CONTRACTOR for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay CONTRACTOR liquidated damages equal to the greater of five thousand dollars (\$5000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

**Holidays.** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 PM)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	Pioneer Day (Utah Only)

TRACY UNIFIED SCHOOL DISTRICT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

MAXIM HEALTHCARE SERVICES, INC.  
d/b/a MAXIM STAFFING SOLUTIONS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mike Hewett, Regional Controller  
Printed Name & Title

\_\_\_\_\_  
Date



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Assistant Superintendent for Business  
**DATE:** October 19, 2009  
**SUBJECT:** Adopt Board Policy 1230 Community Support Organizations (Second Reading)

**BACKGROUND:** On October 13, 2009, the Board of Education reviewed a first reading of a new policy governing Community Support Organizations. The policy represents best practices recommended by the California School Boards Association. Advisory groups were added as an additional set of groups covered by the policy.

**RATIONALE:** Bold items in the attached Administrative Regulation reflect recommended changes. Formatting will be corrected once changes are completed.

**FUNDING:** There is no cost to name these facilities.

**RECOMMENDATION:** Adopt Board Policy 1230 Community Support Organizations (Second Reading)

## COMMUNITY SUPPORT ORGANIZATIONS

The Governing Board recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students.

Community support organizations (CSO) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, **Advisory Groups**, and any other organizations approved by the Board to promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. All CSO's are directly responsible to the respective building principal who must operate under the laws of the State and administrative guidelines of the district.

The Board recognizes that school-connected organizations are separate legal entities, independent of the district. However, in order to help the Board fulfill its legal and fiduciary responsibility to manage district operations, any school-connected organization that desires to raise money to benefit any district student shall submit a request for authorization to the Board, in accordance with Board policy and administrative regulation. In addition, the Superintendent or designee shall establish appropriate internal controls for the relationship between school-connected organizations and the district.

The Board encourages school-connected organizations to consider the impact of fund-raising activities on the overall school and district program. School-connected organizations may consult with the principal to determine school needs and priorities. Activities by school-connected organizations shall not conflict with law, Board policies, administrative regulations, or any rules of the sponsoring school.

### Legal Reference:

#### EDUCATION CODE

200-262.4	Prohibition of discrimination on the basis of sex
35160	Authority of governing boards
38130-38138	Civic Center Act, use of school property for public purposes
48931	Authorization for sale of food by student organization
48931	Sale of food to elementary students during the school day
48931.2	Sale of food to middle, junior, or high school students
48931.5	Sale of beverages at elementary, middle, or junior high schools



**COMMUNITY SUPPORT ORGANIZATIONS**

48932	Authorization for fund-raising activities by student organization
40041	Use of civic center by public
40043	Groups which may use school facilities without charge
51520	Prohibited solicitation on school premises
51521	Fund-raising by a school-connected organization

**BUSINESS AND PROFESSIONS CODE**

17510-17510.95	Solicitations for charitable purposes
25608	Alcohol on school property; use in connection with instruction

**GOVERNMENT CODE**

12580-12599.7	Fundraisers for Charitable Purposes Act
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**PENAL CODE**

319-329	Lottery, raffle
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**CODE OF REGULATIONS, TITLE 5**

4900-4965	Nondiscrimination in elementary and secondary education programs
15500	Food sales in elementary schools
15501	Food sales in high schools and junior high schools

**CODE OF REGULATIONS, TITLE 11**

300-312.1	Fundraising for charitable purposes
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**UNITED STATES CODE, TITLE 20**

1681-1688	Discrimination based on sex or blindness, Title IX
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**COURT DECISIONS**

Serrano v. Priest, (1976) 18 Cal. 3d 728

**Management Resources:****CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES**

1101.89 School District Liability and "Hold Harmless" Agreements, LO:4-89

**WEB SITES**

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

## COMMUNITY SUPPORT ORGANIZATIONS

California Office of the Attorney General, charitable trust registry:

<http://caag.state.ca.us/charities>

California State PTA: <http://www.capta.org>



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Assistant Superintendent for Business  
**DATE:** October 19, 2009  
**SUBJECT:** Adopt Revised Board Policy 3452 Student Activity Funds (Second Reading)

**BACKGROUND:** On October 13, 2009, the Board of Education reviewed a first reading of proposed changes to Board Policy 33452 governing Student Activity Funds. The policy represents best practices recommended by the California School Boards Association. In response to recommendations from the District's attorney, section headings have been added, and the following new paragraph has been added:

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

**BACKGROUND:** On May 28, 2008, the Board of Education adopted changes to Administrative Regulation 1330.1 governing management of the District Facility Use policy. Since that time, additional changes have been recommended

**RATIONALE:** Bold items in the attached Administrative Regulation reflect recommended changes. Formatting will be corrected once changes are completed.

**FUNDING:** There is no cost to name these facilities.

**RECOMMENDATION:** Adopt Revised Board Policy 3452 Student Activity Funds (Second Reading)

## STUDENT ACTIVITY FUNDS

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities beyond those provided by the district can help students learn about effective financial practices. To that end, student organizations may raise and spend funds to support activities that promote welfare, morale, and educational experiences of the student body.

Generally, there are two types of Associated Student Body (ASB) organizations. ASBs in high schools and middle schools are called “organized ASBs” since the students, organizing their activities around student clubs and/or a student council, have primary responsibility for the ASB, with the assistance of an adviser. In elementary schools, the ASB is “unorganized” because there is no student council and the principal or designee usually oversees the fund-raising and spending decisions, with more limited involvement from the students.

### Fundraising events

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fund-raising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and are not in conflict with or detract from the school’s educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

### Management of funds

The Education Code requires the district to provide for the supervision of all funds raised by any student body organization or student organization using the name of the school. Consequently, student body funds shall be managed in accordance with law and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the organization’s assets, promote the success of fund-raising ventures, provide reliable financial information, and reduce the risk of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

**STUDENT ACTIVITY FUNDS**

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be disbursed according to procedures established by the student organization. All disbursements must be approved by a Board-designated official, the certificated employee who is the student organization advisor, and a student organization representative.

The Board shall provide an annual audit of student accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds.

**Legal Reference:****EDUCATION CODE**

35182.5	Non-nutritious foods and beverages, vending machines
35564	Funds, obligation of the student body
41020	Requirement for annual audit
48930-48938	Student body organization
49431	Sale of food and beverages, elementary schools
49431.5	Sale of food and beverages, middle, and high schools
51520	School premise, prohibited solicitations
51521	Fund-raising projects

**CODE OF REGULATIONS, TITLE 5**

15500	Food sales, elementary schools
15501	Food sales, middle and junior high schools

**COURT DECISIONS**

Prince v. Jacoby, (2002) 303 F.3d 1074

**Management Resources:****FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS**

Associated Student Body Accounting Manual & Desk Reference, 2005

## STUDENT ACTIVITY FUNDS

### WEB SITES

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

Fiscal Crisis Management & Assistance Team: <http://www.fcmat.org>



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *Casey Goodall* Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 15, 2009  
**SUBJECT:** Approve the Facilities Use Agreement for the Tracy Learning Center

**BACKGROUND:** Proposition 39 took effect on November 8, 2003. Proposition 39 requires a separate written agreement between the sponsoring District and a Charter School regarding allocating facilities to charter schools. This Facility Use Agreement satisfies those requirements and incorporates applicable state law and regulations approved by the State Board of Education. The TUSD Board approved a Facility Use Agreement (FUA) between the District and Tracy Learning Center in June of 2005 and June 2007.

**RATIONALE:** The Tracy Learning Center maintains its three charter schools (Primary, Discovery and Millennium) at the H.A. Clover site. The previous FUA from June 12, 2007 has been updated and amended. Mr. Jerry Simmons, the District's legal counsel on charter school issues, has reviewed and approved the Agreement. This agenda item meets Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets. The Facility Use Agreement is under separate cover.

**FUNDING:** N/A

**RECOMMENDATION:** Approve the Facilities Use Agreement for the Tracy Learning Center

**Prepared by:** Linda Boragno-Dopp, Director of Alternative Programs

## FACILITIES USE AGREEMENT

This Facility Use Agreement ("Agreement") is made by and between Tracy Unified School District ("District") and Tracy Learning Center ("TLC"), a California nonprofit public benefit corporation, (collectively "the Parties") with regard to the following representations and assumptions:

### RECITALS

- a. District is the sole owner of the school site described in Section [1] of this Agreement, which site is suitable for a public charter school program.
- b. Tracy Learning Center operates three charter schools: Primary Charter School, Discovery Charter School and Millennium High School (collectively "Charter Schools"), that are duly formed and approved by the District under the laws of the Charter School Act of 1992 (Education ("Ed.") Code §§ 47600 et seq.) (the "Act"). All references herein to the Charter Schools shall include TLC. TLC desires to utilize the District's H.A. Clover facility at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, for its educational programs as described in the amended charters approved by the District Board (collectively "Charters"). Proposition 39 took effect on November 8, 2003, and the District recognizes the spirit and intent of the statutory initiative to provide facilities to students attending charter schools. As set forth in Section 7 of this Agreement, the parties have mutually agreed that this Agreement fully satisfies the District's obligations under Proposition 39 and its implementing regulations.
- c. Prop. 39 and the attendant regulations adopted by the State Board of Education require a separate written agreement regarding allocating facilities under Prop. 39. This Agreement satisfies those requirements. This Agreement incorporates by reference applicable state law and the regulations approved by the State Board of Education (e.g., 5 C.C.R. §§ 11969 et seq.) which may be amended from time to time by the State Board of Education.
- d. This Agreement shall not be considered a lease or other agreement as described in sections 17400 et seq. of the Education Code.

### AGREEMENT

The Parties desire to enter into an agreement defining their rights, duties, and liabilities relating to the premises. In consideration of mutual covenants contained herein, the Parties agree as follows:

1. PREMISES. TLC shall hereby be entitled to use the District's H.A. Clover facility located at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, including approximately 43,487.40 square feet of buildings, including classrooms, restrooms, office space, and staff space (hereinafter "Premises") and acreage of approximately 12.5 acres (the Premises and the grounds are referred to herein as



"Site"). TLC intends to use the remainder of the premises as an educational facility as described in the Charters. At the corner of Holly Drive and E. Beverly Place, there will be a sign visible at all times to passersby stating that it is the H.A. Clover site. The District will pay for and maintain the sign.

For the Term of this Agreement, TLC shall have the exclusive use of the Premises except as specifically provided otherwise in this Agreement.

Although Charter School shall have the exclusive use of the Site, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 et seq.) in making use of the facilities and grounds accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Site, the Charter School Governance Council shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

The parties agree that subject to TLC fully complying with all CEQA requirements, TLC may add two (2) Field Act compliant portable buildings for use commencing in the 2010-11 fiscal year at the sole cost and expense of TLC. These costs include, but are not limited to: the purchase or lease of the portable buildings, design and installation of the buildings, installation of utilities associated with these buildings, and any permit or inspection fees. The parties expressly agree that the site is at full capacity upon installation of these two buildings. TLC shall not request and the District shall not grant any request for additional facilities to be located at the site. The parties expressly agree that any future expansion of enrollment shall require relocation of one or more of the charter schools operated by TLC to another appropriate location.

2. TERM. The term of this Agreement ("Term") shall be three (3) fiscal years (i.e. July 1, 2009 to June 30, 2012).

The District reserves the right to provide alternative facilities during the term of this Agreement or at the end of the term of this Agreement that meet the requirements of Prop. 39 for each separate Charter School; provided that the District agrees to use its reasonable efforts to provide facilities for all three Charter Schools at a single location. The District understands the potential harmful effects of moving students from one facility to another. As a consequence, the District will not move TLC unnecessarily and shall treat in-district students enrolled in the Charter Schools as any other District students. As such, the District shall only move these students under the same standards and criteria, if any, which the Board of Education would consider in moving non-charter school students of the District. Additionally, the District will notify TLC if and when it establishes criteria and standards for moving students. The District may take back a proportionate share of the Premises if one or more of the Charter Schools' charters is revoked or is not renewed. During the Term of this Agreement TLC and the individual charter schools are not required to make annual Proposition 39 requests (however, in order to preserve its rights under Proposition 39 at the end of the Term of this Agreement the Charter Schools must make a Proposition 39 request). The over allocation fee

provisions of the Proposition 39 regulations shall not be applicable during the Term of this Agreement. However, if the enrollment of any one of the Charter Schools declines by more than 25% during the Term of this Agreement the District has the right to reclaim a proportionate share of the Premises.

3. **USE OF PREMISES.** The Premises shall be used by TLC only for the operation of the Charter Schools, as authorized by California Education Code of the State of California and more fully described in the Charters and the MOU between the Parties. TLC shall not knowingly do, or permit anything to be done, without the prior written consent of the District, in or about the Premises nor bring or keep anything therein that will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or its contents, or cause cancellation of any insurance policy covering the facilities on the Premises or any part thereof or any of its contents. TLC shall not permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Premises, if any, or injure or annoy them. TLC shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall TLC cause, maintain, or permit any nuisance in, on, or about the Premises. TLC shall not commit or suffer to be committed any waste in or upon the Premises.

4. **FACILITY USE FEE IN LIEU OF PRO RATA SHARE.**

In lieu of a pro rata share charge, TLC shall pay to the District a fixed Facility Use Fee in an amount equal to the greater of (i) 2% of all revenues (excluding private grants and private monies outside of the funding model) received by TLC for the Charter Schools, or (ii) \$2.00 per square foot of the Premises. The District shall invoice TLC for the Facility Use Fee no later than September 15 following the school year for which the Facility Use Fee is owed. TLC will make payment of the Facility Use Fee on or before October 15 following the school year in which the Facility Use Fee is owed. If there is a dispute regarding the amount of the Facility Use Fee owed, the Parties agree to follow the dispute resolution process in the Charters. If the TLC's ratio of in-District to out-of-District students change and the number of out-of-District students is greater than 10% of the total students enrolled in the Charter Schools, the parties shall meet to negotiate a fair market rental fee for that space that is allocated and being used by out-of-District students.

5. **ATHLETIC FACILITIES USEAGE.** The Parties desire to provide Millennium High School with access to high school athletic facilities for purposes of use by Millennium High School sports teams on the following conditions:

- A. TLC's Millennium High School shall have use of the appropriate District athletic facility (as determined by the District) on the dates and times to be determined by the District and requested by TLC in a separate written agreement as outlined herein. Each year TLC shall notify the District in writing of its requested game dates (both league and non-league) and times no later than March 15. By May 15 the District will meet with TLC's athletic director to determine the final version of the master schedule of District league games generated by the Athletic Commissioner to schedule the TLC league games ahead

of third party usage of the fields. Non-league games and any requested date/time for a non-league game or dates/times for league games received by the District after March 15 will be scheduled on vacant dates/times around District and third party usage.

- B. Use of the Premises includes use of the attendant locker rooms, bathrooms, ticket booth, Public Address system, lighting, and all other features of the Premises normally used for High School athletic games.
  - C. All Football Field markers and safety pads are to be supplied by TLC.
  - D. TLC understands that it must insure that an adult is present in the Public Address booth at all times that the Public Address system is in use and an adult will be responsible for the operation of the electronic scoreboards at all times they are used.
  - E. In exchange for use of the Premises, TLC will be fully responsible for the extraordinary expenses that accompany use, including, but not limited to extra custodial charges, maintenance charges for grounds keeping and clean up, and utilities costs, including lighting for the Premises.
  - F. Each year that TLC desires the use of the District's athletic facilities TLC will pay a security deposit to the District no later than December 1 in the amount of \$2,500.00 to guarantee payment for the extraordinary expenses incurred by use of the Premises. The security deposit will be returned in full by July 1 provided that TLC pays all extraordinary expenses associated with use of the Premises and that no damage to the Premises has occurred which could be attributed to TLC's use.
  - G. All other provisions of the Facilities Use Agreement shall be applicable to the use outlined in this Addendum.
- 6. **OWNERSHIP.** The Premises and any furnishing and equipment provided to TLC shall remain the property of the District. If any furnishings and equipment is provided to TLC during the term of this Agreement, such furnishings and equipment shall be added to the District's inventory and shall remain the property of the District.
  - 7. **CONDITIONS REASONABLY EQUIVALENT.** TLC acknowledges by execution of this Agreement that the Premises provided by this Agreement are "reasonably equivalent" and meet all the requirements of Prop. 39 (Section 47614 of the Act) and its implementing regulations for the Term of this Agreement. TLC acknowledges and agrees the Premises are being offered and used by TLC without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing their use, occupancy and possession. TLC represents and warrants to the District that TLC has investigated and inspected, either independently or through agents of TLC's own choosing, the condition of the Premises and the suitability of the Premises for TLC's intended use. TLC acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims, any representations or warranties, express

or implied, concerning the Premises, the physical or environmental condition of the Premises or any other property beneath, adjacent to, or otherwise related to the Premises.

8. **COMPLIANCE WITH LAW.** TLC shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, applicable ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The District and TLC shall each do all acts required to comply with all applicable laws, applicable ordinances, regulations and rules of any authority relating to their respective maintenance obligations as set forth herein. The District is not aware of any defect in or condition of the Premises that would prevent their use for TLC's purpose. District has received no notice of any violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that call into question the appropriateness or sufficiency of the Premises for their intended purpose. TLC, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Premises that arise after TLC takes possession of the Premises and that are based upon its use and/or modification of the Premises, including, without limitation, those relating to health, safety, noise, access, environmental protection, waste disposal, and water and air quality. The District will remain responsible for ensuring compliance with all access laws, discrimination laws, environmental and zoning law, including but not limited to compliance with ADA, FEHA, and the Field Act for the Premises in accordance with Section 9.b(i) below. TLC agrees to operate only those educational programs and related activities upon the Premises as outlined in the Charters.

9. **MAINTENANCE AND ALTERATIONS.**

- a. **Maintenance Responsibilities.** The maintenance of the Site, and the furnishings and equipment, shall be the responsibility of TLC; provided that the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District in accordance with Title 5 Section 11969.4. TLC shall maintain the Site and the furnishings and equipment in accordance with applicable provisions of the Education Code, the implementing regulations and the District's policies and/or practices. The District's only obligation for maintenance shall be projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment in accordance with District schedules and practices as required under Title 5 Section 11969.4. If the District fails to provide maintenance as required under this Agreement, TLC shall provide written notice to the District of the District's failures in accordance with Section [13]. If there is a dispute over whether a repair is the obligation of the District or TLC, such dispute shall initially be decided by the District's Director of Facilities and the Executive Director of TLC; if the parties are unable to reach agreement the issue shall be resolved using the dispute resolution provision of the affected Charter School's charter.
- b. **Maintenance and Alterations.** TLC shall be allowed to conduct maintenance, upgrades/alterations, and/or renovation of the Premises by outside vendors

(collectively "Alterations"). Except as otherwise specifically required for structural Alterations under subparagraph (i) below, all contracts for maintenance, upgrades/alterations, and/or renovations must be reviewed and approved in writing by the District prior to the vendor beginning work on the Premises.

(i) If the Alterations are structural, TLC shall obtain the written agreement of the District prior to commencing the work. Such written agreement must include the following information: (1) who will perform the work; (2) the timeline for completion; (3) the cost, if any, that is proposed to be used to offset the Facility Use Fee paid to the District; (4) whether the structural Alteration made will be removed at the end of the term of this Agreement or whether such modifications will remain with the Premises; and (5) prior to using any volunteer labor, TLC shall provide certificates of insurance for general liability and workers' compensation naming Tracy Unified School District as an additional insured with respect to any work to be completed on the H.A. Clover site. The District shall respond to each request by TLC for the District's written agreement to make any such structural Alterations within sixty (60) calendar days following the District's receipt of TLC's request. If the District fails to respond within such 60-day period, TLC may trigger the dispute resolution provisions of Section 21. All Alterations to the Premises must be made in compliance with District standards and procedures and/or standards applicable to public school districts. In the event District consents to the making of any structural Alterations to the Premises by TLC, the same shall be made by TLC at TLC's sole cost and expense unless otherwise agreed in writing. Upon the expiration or sooner termination of the Agreement, TLC shall, upon written demand by District, at TLC's sole cost and expense, forthwith and with all due diligence, remove any structural Alterations made by TLC, designated by District to be removed, and TLC shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Any Alteration to or of the Premises or any part thereof shall be made with full compliance with the Americans with Disabilities Act and all applicable building standards and requirements. On and after the Commencement Date of this Agreement, TLC, at TLC's sole cost and expense, shall promptly make any and all Alterations (whether structural or nonstructural) to the Premises necessary to bring the Premises and the use thereof by TLC in compliance with the ADA, FEHA or other applicable building code standard, provided these requirements are a direct result of TLC's modification of the Premises after commencement, subject to District's approval and other rights of District provided in this Agreement. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any compliance issues existing prior to TLC or any Charter School taking possession of the Premises.

(ii) If the Alterations are not structural, TLC shall provide the District with advanced written notice of commencement of the nonstructural Alterations which notice shall include the following information: (1) who will perform the work; (2) the timeline for completion; (3) whether the nonstructural Alteration made will be removed at the end of the term of this Agreement or whether such modifications

will remain with the Premises; and (4) prior to using any volunteer labor, TLC shall provide certificates of insurance for general liability and workers' compensation naming Tracy Unified School District as an additional insured with respect to any work to be completed on the H.A. Clover site. If the District does not provide TLC with written objection to commencement of all or any part of the nonstructural Alterations described in the notice within ninety (90) days following the District's receipt of TLC's notice hereunder, the District shall be deemed to have approved TLC making the nonstructural Alterations described in the applicable notice.

(iii) If TLC performs any Alterations to the Premises in violation of this section [9] the District may direct TLC to immediately remove the Alterations at the sole cost and expense of TLC.

c. Changes and Repairs to Premises. Subject to the conditions listed below, District reserves the right from time to time:

- (1) To install, maintain, repair, and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Premises above the ceiling surfaces, below the floor surfaces, within the walls and central core areas, and to relocate any pipes, ducts, conduits, wires, and appurtenant meters and equipment included in the Premises;
- (2) To make repairs, changes, and modifications to any and all parts of Premises, including, without limitation, changes in the location, size, shape, and number of buildings, driveways, lobbies, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways;
- (3) To use the common areas while engaged in making additional improvements, repairs or alterations to the Premises, or any portion thereof;
- (4) To erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby for any reason, and further providing that the educational programs of the Charter Schools shall not be interfered with for any reason; and
- (5) To enter any part of the Premises to conduct maintenance as outlined in this section.

Except in cases of emergency, the District's rights identified in Section 9 (c)(1)-(5) must occur at a time previously and mutually agreed upon by the Parties so as to limit unnecessary interruptions to educational programs at the Charter Schools.

d. District's Employees, Contractors and Independent Contractors.

1. District acknowledges that TLC is operating public charter schools using the Premises for public education purposes. District therefore agrees that any of its employees, agents, contractors or independent contractors utilized to perform any of the repairs pursuant to this Agreement that may have contact with Charter Schools' pupils will undergo criminal background checks as specified in California Education Code section 44237 and California Education Code section 45125.1 or any other applicable law addressing third party access to Charter Schools' minor students or any person entering the premises for the above-stated purposes who will be in contact with the Charter Schools' minor pupils.
10. **DESTRUCTION OR PARTIAL DESTRUCTION OF PREMISES.** In the event the Premises are damaged by fire or other perils rendering the Premises unusable, or threatens the health and safety of Charter Schools' pupils, the District agrees to provide an alternate facility that meets the District's Prop. 39 obligation. In the event that only a portion of the Premises is rendered unusable by the fire or other peril, District shall provide an alternative facility to meet the District's Prop. 39 obligation in proportion to the space that is rendered unusable on the Premises. In the event that the Premises are damaged by fire or other perils that do not render the Premises unusable, District agrees to consider repairing the damage as one solution to meeting its Prop. 39 obligation to provide a facility. The parties recognize that TLC would like to house all Charter Schools on one school site but that the District is not obligated under Proposition 39 to provide a single school site for all three Charter Schools.
11. **INSPECTION BY DISTRICT/ACCESS TO PREMISES.** District reserves the right to enter the Premises to inspect the same to ensure compliance with this Agreement, and to submit (at a mutually agreeable time) said Premises to prospective purchasers. The District must be provided access to the Premises at all reasonable times, provided that such access does not interfere with the day-to-day operations of the Charter Schools. If TLC has rekeyed any of the locks on the Premises the District must be immediately notified and provide a new key.
12. **DEFAULT BY TLC.** The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by TLC:
  - a. The vacating or abandonment of the Premises by any one or more of the Charter Schools before the expiration of the Agreement term.
  - b. The failure by TLC to utilize the Premises for the sole purpose of operating the Charter Schools as authorized by this Agreement, the Charters and the MOU.
  - c. The failure by TLC to make timely payment of the Facility Use Fee or any other payment required under this Agreement where such failure shall continue for a period of twenty (20) days after written notice thereof by District to TLC.
  - d. The failure by TLC to observe or perform any of the express covenants, conditions or provisions of this Agreement to be observed or performed by TLC

where such failure shall continue for a period of thirty (30) days after written notice hereof by District to TLC; provided, however, that if the nature of TLC's default is such that more than thirty (30) days are reasonably required for its cure, then TLC shall not be deemed to be in default if TLC commences such cure within said thirty (30) days period and thereafter diligently prosecutes such cure to completion.

- e. The failure by TLC to maintain the threshold Average Daily Attendance ("ADA") required under Prop. 39. ADA shall be measured at P-1 (approximately December 15) and P-2 (approximately April 15); a termination may occur as outlined in the applicable regulations if the TLC fails to maintain the adequate threshold ADA.
- f. Revocation, surrender or nonrenewal of any one or more of the charters of the Charter Schools.

13. **DEFAULT BY DISTRICT.** District shall be in default and in material breach of this Agreement if District fails to perform any obligation required by this Agreement within a reasonable time, but in no event later than thirty (30) days after receipt of written notice by TLC to District specifying wherein District has failed to perform such obligation; provided, however, that if the nature of District's obligation is such that more than thirty (30) days are required for performance, then District shall not be in default if District commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

14. **MATERIAL DEFAULT OR BREACH.**

- a. In the event of any material default or breach by TLC, and after the District has complied with the notice and opportunity to cure requirements contained in Section 12(d) of this Agreement, District may commence a termination of this Agreement. The remedies District may pursue, at any time thereafter, in its sole discretion, with written notice or demand and without limiting District in the exercise of a right or remedy, which District may have by reason of such default or breach are as follows:
  - (1) Terminate TLC's right to possession of the Premises by any lawful means (provided that, in the case of a material breach in accordance with Section 12 (a) or (f), the District's remedy shall be limited to the right terminate TLC's proportionate share of the Premises utilized by the applicable charter School(s) and collect that proportion of fees as noted below), in which case this Agreement shall terminate and TLC shall immediately surrender possession of the Premises to District. Upon termination of this Agreement or TLC's right to possession the District has the right to recover from TLC (i) the amount of unpaid Facility Use Fee that had been earned at the time of such termination; (ii) the amount of unpaid Facility Use Fee that would have been earned after the date of such termination until the end of the fiscal year (with the exception of revocation and nonrenewal of the Charter(s)); and (iii) any other amount,



including reasonable attorneys' fees and collections costs incurred in terminating the Agreement and enforcing District's right to possession. In the event District elects not to terminate the Agreement but takes legal action to collect any sums due hereunder, District shall be entitled to reasonable attorney fees and costs associated with any and all successful collection action(s). Unpaid installments of the Facility Use Fee or other sums shall bear interest from the date due at the minimum legal rate; or

(2) Maintain TLC's right to possession, in which case this Agreement shall continue in effect. In such event the District shall be entitled to enforce all of the District's rights and remedies under this Agreement, including the right to recover the Facility Use Fee and any other charges and adjustments as may become due hereunder.

- b. Notwithstanding any of the foregoing or anything else in this Agreement to the contrary, if the District terminates this Agreement and TLC's possession of the Premises, the District shall use its good faith efforts to relet or otherwise utilize the Premises for District purposes and the amounts accruing to the District as a result of such reletting or other use shall be applied to reduce any amounts payable by TLC in accordance with this Agreement to the District hereunder.
- c. In the event of any material default or breach by the District, and after TLC has complied with the notice and opportunity to cure requirements contained in Section [13] of this Agreement, TLC may terminate this Agreement or pursue remedies as provided in this Agreement or as may be provided under applicable law or in equity.

- 15. UTILITIES, TELECOMMUNICATIONS, HARDWARE AND SOFTWARE. The District agrees to furnish or cause to be furnished to the Premises necessary utilities infrastructure excepting utilities infrastructure for the two (2) portables being added by TLC pursuant to Section [1] of this Agreement. TLC shall be responsible for the full cost of all utilities and telecommunications and hardware and software consumed at the Premises. The Parties may seek to renegotiate this section if any of the Charter Schools are relocated during the term of this Agreement. The District is replacing its Centrex phone system; the District shall provide a basic VOIP system to the Site. If the Charter School desires up grades or additional hardware to this basic package the Charter School will be responsible for this expense.
- 16. ASSIGNMENT AND THIRD PARTY USE. TLC shall not assign, transfer, mortgage, pledge, hypothecate or encumber, voluntarily or involuntarily, this Agreement or any interest herein, and shall not submit the Premises or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of District, which consent shall not be unreasonably withheld. The Premises may not be sublet or used for third party purposes other than those that are consistent with District policies and practices for use of District school sites without written permission from the District.

17. **INDEMNIFICATION.** TLC shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Premises after the District delivers possession of the Premises to TLC, or arising from the TLC's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by TLC in or about the Premises, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of the District as they relate to the Premises. TLC shall further indemnify, hold harmless, and defend the District against and from any and all claims arising from any breach or default in the performance of any obligation on TLC's part to be performed under the terms of this Agreement, or arising from any act omission or negligence of the TLC, or any officer, agent, employee, guest, or invitee of TLC, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), TLC upon notice from the District shall defend the same at TLC's expense. TLC shall give prompt written notice to the District's Risk Manager in case of casualty or accidents in or on the Premises.

The District shall indemnify, hold harmless and defend TLC from and defend TLC against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Premises when such injury, death or damage is caused by the act, neglect, fault or omission of any duty with respect to the same by the District, its agents, contractors, employees or invitees. Such indemnification shall not apply in those instances where TLC had actual knowledge and failed to inform the District of a potential or other hazard. The District shall further indemnify, hold harmless and defend TLC from and against any and all claims arising from any breach or default in the performance of any obligation on District's part to be performed under the terms of this Agreement, or arising from any act or negligence of District, or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Any reasonable costs incurred (including filing fees, attorney's fees etc.) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed.

18. **INSURANCE.** The Parties shall, at their sole cost and expense, commencing at the date TLC is given access to the Premises for any purpose and during the entire Term hereof, procure, pay for and keep in full force and effect insurance in compliance with the MOU agreed upon by the Parties.
19. **LIENS.** TLC shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of TLC.
20. **HOLDING OVER.** If TLC remains in possession of the Premises or any part thereof after the expiration of this Agreement or after a termination thereof with the express written

consent of the District, the payment obligations for such occupancy shall remain in effect. TLC will be responsible for paying a prorated fee, calculated using the prior years Facilities Use Fee and the length of the hold over period. In addition, TLC will pay a penalty for any hold over period of an extra 50% of the calculated Facilities Use Fee. TLC will also be responsible for all other charges incurred during such a holdover period and payable hereunder, and upon all the terms hereof applicable until the District terminates the possession. A hold over by TLC shall not trigger any additional term. The District shall have the right to remove the TLC at any time after the expiration of the term or termination.

21. DISPUTE RESOLUTION. The Parties agree to attempt to resolve all disputes regarding this Agreement pursuant to the dispute resolution procedures identified in the Charters.

22. GENERAL PROVISIONS.

- a. Waiver. The waiver by the District and/or TLC of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the Facility Use Fee hereunder by the District or payment of Facility Use Fee charge by TLC shall not be deemed to be a waiver of any preceding default by TLC or District of any term, covenant or condition of this Agreement, other than the failure of TLC to pay the particular rental so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such Facility Use Fee.
- b. Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- c. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.
- d. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both Parties hereto. Nothing in this Agreement shall supersede the Charters or the MOU between the Parties.
- e. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- f. Choice of Law. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction

with this Agreement, it shall be subject to interpretation under the laws of the State of California.

- g. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to TLC shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to TLC at the Premises, and to the address herein below, or to such other place as TLC may from time to time designate in a notice to the District. All notices and demands by TLC to the District shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to the District at the address set forth herein, and to such other person or place as the District may from time to time designate in a notice to TLC.

To District at:

Linda Dopp, Director of Alternative Programs  
Tracy Unified School District  
1875 W. Lowell Ave.  
Tracy, CA 95376

To Tracy Learning Center at:

Virginia Stewart, Executive Director  
51 E. Beverly Place  
Tracy, CA 95376

DISTRICT AND TLC have signed this Agreement on the dates set forth below.

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

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

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

\_\_\_\_\_  
Tracy Learning Center

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2009 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

Abstentions: \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Board of Trustees

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2009 by the Board of Directors of the Tracy Learning Center by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

Abstentions: \_\_\_\_

\_\_\_\_\_  
Secretary to the Board of Directors



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** October 6, 2009  
**SUBJECT:** Authorize Associate Superintendent for Business Services to Enter into Agreement for Linen / Uniform Services.

**BACKGROUND:** Article IX of the CSEA Master Agreement requires that:

The District shall provide designated permanent and probationary employees a distinctive uniform. The District shall provide a minimum of five (5) shirts or blouses per year for employees in the following work categories; transportation, custodial, food service, delivery, grounds, warehouse, maintenance, & security. A winter coat or jacket will be provided for employees based on their job duties and frequency of replacement shall be determined by the District.

**RATIONALE:** To meet this requirement for thirteen departments, the district sought bids for Linen – Uniform Services, and received four RFP packages for consideration and all four vendors were deemed to be responsive and responsible. Some departments have already purchased some linen – uniforms for their personnel for this fiscal year and as such, their orders for the remaining portion of the year might be less than indicated in this total. Another department (Operations - dust mops and floor mats only) items were pulled from this Bid and will be considered individually, if at all, on an as needed basis.

The following bids were received:

Vendor	Direct Sales	Rental Services	Total Bid for District	Vendor Awarded
Cintas	\$22,005.03	\$356.00	\$22,361.03	
Aramark	\$25,029.47	\$314.00	\$25,343.47	
AmeriPride	\$20,111.36	\$312.00	\$20,423.36	Awarded
Prudential	\$32,144.04	\$364.00	\$32,508.04	

The bid was awarded to AmeriPride..

**FUNDING:** Purchases of uniforms are funded from the specific budgets of the different departments Funding is from General and Restricted Funds.

**RECOMMENDATION:** Authorize Associate Superintendent for Business Services to enter into Agreement for Linen / Uniform Services.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 30, 2009  
**SUBJECT:** Adopt Board Policy 5113 and Acknowledge Administrative Regulation 5113, Absences and Excuses (2<sup>nd</sup> Reading)

**BACKGROUND:** As part of the Continuous Improvement/Strategic Management for the District, specific Board Policies are reviewed by Student Services to ensure quality management of our processes. Pertinent District policies are being reviewed and revised, if needed, after reviewing California School Board Association Board Policies. There is also a need to create some new Board Policies and Administrative Regulations in specific areas.

**RATIONALE:** Tracy Unified School District Board Policy 5113, Absences and Excuses, was not in alignment with TUSD Board Policy 6146.6, Multi-Cultural Diversity. Thus, Board Policy 5113 has been revised and changes are in bold/lined out. In addition, there was no existing Administrative Regulation to assist administration and staff in supporting/enforcing the Board Policy 5113. AR 5113, Absences and Excuses, is a new Administrative Regulation to address this need. This supports District Strategic Goal #4- Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** Not Applicable

**RECOMMENDATION:** Adopt Board Policy 5113 and Acknowledge Administrative Regulation 5113, Absences and Excuses (2<sup>nd</sup> Reading)

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



## ABSENCES AND EXCUSES

**Absences and Excuses**

BP 5113

**Students**

The Governing Board believes that regular attendance plays an important role in student achievement. The Board recognizes its responsibility under the law to ensure that students attend school regularly. Parents/guardians of children aged 6 to 18 are obligated to send their children to school unless otherwise provided by law. The Board shall abide by all state attendance laws and may use appropriate legal means to correct the problems of excessive absence or truancy.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5113.1 - Truancy)

**Excused Absences**

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law, Board policy and administration regulations. (Education Code 46010, 48216, 48205)

Inasmuch as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during nonschool hours.

At the beginning of each academic year, notifications shall be sent to the parents/guardians of all students, and to all students in grades 7 through 12, informing them that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)

(cf. 5145.6 - Parental Notifications)

Students shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or confidential medical appointment.

**Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulations. Students can miss a maximum of four (4) days per month for said events. This should be requested in advance, to attend an observance of a holiday or**

## ABSENCES AND EXCUSES

**religious ceremony of his or her religion. (Education Code 46014)**

~~The Governing Board does not authorize leave during the school day for students to attend moral or religious instruction away from the school.~~

A student's grades may be affected by excessive unexcused absences in accordance with Board policy.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6154 - Homework/Makeup Work)

Unexcused Absences/Truancy

The Superintendent or designee shall implement positive steps to reduce truancy, such as communication with parents/guardians and the use of Student Study Teams.

The Governing Board shall establish and appoint members to a School Attendance Review Board (SARB) as authorized by the California Education Codes.

The district participates in the district attendance review board as allowed by law in order to meet the special needs of students with school attendance or school behavior problems.

Students who are habitual truants or habitually insubordinate or disorderly during attendance at school may be referred to the county probation department.

When the student's attendance problems cannot be resolved or the student and parent/guardian have failed to respond to directives to correct the problem, a student who has been classified as truant may be referred to the district attorney or probation officer for truancy mediation.

A student's grades may be affected by excessive unexcused absences in accordance with Board policy.

## Legal Reference:

## EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

2550-2558.6 Computation of revenue limits

37201 School month

37223 Weekend classes

41601 Reports of average daily attendance

42238-42250.1 Apportionments

46000 Records (attendance)

46010-46014 Absences

46100-46119 Attendance in kindergarten and elementary schools

DRAFT PREPARED: SEPTEMBER 18, 2009

TUSD ADOPTED:

## ABSENCES AND EXCUSES

46140-46147 Attendance in junior high and high schools  
48200-48208 Children ages 6-18 (compulsory full-time attendance)  
48210-48216 Exclusions from attendance  
48240-48246 Supervisors of attendance  
48260-48273 Truants  
48292 Filing complaint against parent  
48320-48325 School Attendance Review Boards  
48340-48341 Improvement of student attendance  
49067 Unexcused absences as cause of failing grade

## ELECTIONS CODE

12302 Student participation on precinct boards

## FAMILY CODE

6920-6929 Consent by minor

## VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy

## WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

## CODE OF REGULATIONS, TITLE 5

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

## ATTORNEY GENERAL OPINIONS

66 Ops.Cal.Atty.Gen. 245, 249 (1983)

## COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

## Management Resources:

## CDE MANAGEMENT ADVISORIES

0114.98 School Attendance and CalWORKS, Management Bulletin 98-01

## CSBA ADVISORIES

0520.97 Welfare Reform and Requirements for School Attendance

## WEB SITES

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

(2/95 2/98) 11/99

## ABSENCES AND EXCUSES

### Students

#### Excused Absences

A student's absence shall be excused for the following reasons:

1. Personal illness (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)  
  
(cf. 5112.2 - Exclusions from Attendance)
3. Medical, dental, optometric, or chiropractic appointment (Education Code 48205)
4. Attendance at funeral services for a member of the immediate family, which shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

Immediate family shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister, or any relative living in the student's immediate household. (Education Code 45194, 48205)

5. Jury duty in the manner provided by law (Education Code 48205)
6. The illness or medical appointment during school hours of a child to whom the student is the custodial parent (Education Code 48205)

(cf. 5146 - Married/Pregnant/Parenting Students)

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
  - a. Appearance in court
  - b. Attendance at a funeral service
  - c. Observation of a holiday or ceremony of his/her religion
  - d. Attendance at religious retreats not to exceed four hours per semester

**ABSENCES AND EXCUSES**

- e. Attendance at an employment conference
- f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
- 8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205).  
  
(cf. 6142.3 - Civic Education)
- 9. Participation in religious exercises or to receive moral and religious instruction in accordance with district policy (Education Code 46014)
  - a. In such instances, the student shall attend at least the minimum school day.
  - b. The student shall be excused for this purpose on no more than four days per school month.  
  
(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

**Method of Verification**

When a student who has been absent returns to school, he/she shall present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

The following methods may be used to verify student absences:

- 1. Written note, fax, or email from parent/guardian or parent representative.
- 2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
  - a. Name of student
  - b. Name of parent/guardian or parent representative
  - c. Name of verifying employee
  - d. Date(s) of absence

**ABSENCES AND EXCUSES**

- e. Reason for absence
- 3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.
- 4. Physician's verification.
  - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
  - b. When a student has had 10 absences in the school year for illness verified by methods listed in #1-3 above, any further absences for illness shall be verified by a physician. This requirement will be enforced for one calendar year (year date to date).

DRAFT PREPARED: September 18, 2009

TUSD Adopted:

Draft Prepared: September 17, 2009

TUSD Adopted:



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** October 14, 2009  
**SUBJECT:** Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Tracy Learning Center Charter School.

**BACKGROUND:** A committee comprised of representatives of the Tracy Unified School District and the Tracy Learning Center Charter School has been meeting since March 2009 to jointly develop a Memorandum of Understanding (MOU). We have been actively engaged in negotiations with Tracy Learning Center Charter School and the committee finalized the MOU on October 14, 2009. The MOU is a contract between the two parties that addresses a range of items including budgetary, audit, special education and programmatic issues. The MOU was thoroughly reviewed and approved by the District's legal counsel, Mr. Jerry Simmons, who specializes in charter school laws and regulations. The MOU will be for a term of three years, 2009-2012 and may be updated annually, upon mutual agreement by both parties.

**RATIONALE:** The State Department of Education recommends that districts and charter schools mutually develop and approve an MOU. The MOU addresses and clarifies funding, financial, budgetary, special education programmatic and communication issues between the oversight district and the charter school. The MOU also provides deadlines and timelines for submission of required documents, reports, audits, etc.

After thorough review of the MOU, legal counsel and District representatives recommend that the Board of Trustees approves the MOU between the District and the Tracy Learning Center Charter School. This agenda item supports Strategic Goal #1: Provide a variety of learning opportunities through standards-based curriculum and assessment and research-based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap; and Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** N/A

**RECOMMENDATION:** Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Tracy Learning Center Charter School.

**Prepared by:** Linda Dopp, Director of Alternative Programs

**MEMORANDUM OF UNDERSTANDING BETWEEN  
TRACY UNIFIED SCHOOL DISTRICT  
AND  
TRACY LEARNING CENTER**

This Memorandum of Understanding (herein referred to as the "MOU") is executed by and between the Board of Trustees of the Tracy Unified School District (hereinafter referred to as "District") on one hand and the Board of Directors of the Tracy Learning Center, a California nonprofit public benefit corporation (herein referred to as "TLC"), which holds the charters for and operates Primary Charter School, Discovery Charter School and Millennium High School (collectively referred to as "Charter Schools" and individually, as "Charter School"), on the other, (collectively referred to as the "Parties").

**RECITALS:**

- A. The District is a school district existing under the laws of the State of California.
- B. TLC is a California nonprofit public benefit corporation which operates the Charter Schools under Section 47604 the Charter Schools Act of 1992, as amended (herein referred to as the "Act"). All references herein to the Charter Schools shall include TLC.
- C. The Parties to this MOU recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system.
- D. By approving the charter petitions, the District became the sponsoring district (or "granting agency") of the Charter Schools. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter Schools' charters (herein referred to as the "Charters").
- E. Written modification of this MOU may be made by mutual agreement as set forth below.
- F. The Parties recognize and agree that the Charter Schools are open to all students regardless of race, religion, sex, disability or ethnic origin and that such provisions of non-discrimination shall apply as well to employment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, TLC and the District do hereby agree as follows:

**AGREEMENTS:**

**I. TERM AND RENEWAL**

- A. This MOU shall commence on the date upon which it is approved by the District Board of Trustees (herein referred to as the "District Board") and shall cover three (3) fiscal



years ending on June 30, 2012 (school years 2009/2010, 2010/2011, and 2011/2012). The MOU is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this MOU. If the Charter of any of the Charter Schools is revoked or is not renewed, this MOU shall be automatically terminated as to that Charter School only. Each of the Charter Schools shall continue to be covered by this MOU for the term established herein as long its Charter is renewed and it remains in good standing.

B. Any modification or amendment of this MOU must be made in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify or amend this MOU.

1. For purposes of Section I [B], the duly authorized representative of the Charter Schools is the Board of Directors of TLC (herein referred to as the "TLC Board") or its designee(s). The Executive Director of TLC shall be responsible for the day-to-day management of the Charter Schools subject to the direction of the TLC Board.
2. The duly authorized representatives of the District are the District Board or the Superintendent or their designee(s). For purposes of substantive amendment of the Charters or this MOU, the District Board is required to take action to approve and ratify any modifications or amendments.
3. The term of this MOU is outlined above. However, the Parties agree to review this MOU annually. By February 1, of the then current year, beginning in the year 2010, all Parties will present proposed revisions to the MOU. If there is no agreement by March 30 of the current year, the existing MOU will continue in effect until mutually modified except that the MOU shall expire upon the expiration or revocation of the Charters.
4. The District reserves the right of approving amendments and/or revoking the Charters and this MOU as specified in the Education Code.
5. To the extent that this MOU is inconsistent with any of the terms of the Charters, the Charters shall supersede the terms of this MOU. If TLC fails to remedy a breach and material default of this MOU within thirty (30) days from receipt of notification by the District of Notification of Breach and Material Default, the District may treat this breach and material default as a violation of the material provisions of the School's charter in accordance with Education Code section 47607. Notwithstanding any of the foregoing or anything to the contrary contained in this MOU, if the District fails to remedy a breach or material default under this MOU within thirty (30) days from receipt of notification from TLC of Notification of Breach or Material Default, such matter shall be resolved in accordance with the non-binding dispute resolution process described in the charters for, and entitled, "Disputes Between the Corporation and Charter School and the District."
6. Future review and extension of the Charters will be based, in part, upon compliance with the terms of the District's Board policies and regulations, this MOU and the Facilities Use Agreement, the requirements of the Act and other applicable provisions of the Education Code and supporting regulations. The District Board will review the material

submitted in accordance with its Board policies and this MOU as well as the continued fiscal viability of the Charters and conformance with any annual audit issues. Review of the Charters shall also be in accordance with other applicable California laws. In addition, and in accordance with the Act, the District retains the right to revoke the Charters.

## **II. DESIGNATION OF SCHOOL**

- A. Charter Schools' Names and Number of Sites: The Charter Schools may not change their names, nor operate under any other names, without the express written prior approval of the District. TLC shall be responsible for all functions of the Charter Schools subject to the terms and conditions set forth in this MOU and the Charters. The Charter Schools shall not be considered "alternative" schools or programs under applicable accountability legislation. Each of the Charter Schools shall operate at only one school site unless expressly approved by the District. The Charter Schools cannot change locations without written notification to the District in advance of the move.
- B. Number of Students: Each Charter School serves the student populations as described in its Charter.
- C. Grade Levels: The Charter Schools will serve the grade levels specified in their Charters. The Charter Schools may not expand beyond these grade levels nor offer any programs not specifically stated in their Charters or this MOU without the express prior written approval of the District.
- D. Estimated Enrollment: On an annual basis and no later than February 15 of each year, TLC shall provide written notice to the District of the estimated maximum enrollment plans and anticipated grade level offerings for the following school year for each of the Charter Schools. TLC recognizes that such notice is critical to District planning for the next year.
- E. Annual Notification to District: TLC shall provide a list of students and the district of residence for each student enrolled in the Charter Schools on or before May 1. This list shall be updated on July 15 and August 15. TLC agrees to use its best efforts to give complete and accurate information regarding enrollment in the Charter Schools to the District on an ongoing basis.
- F. Reports to Public Agencies: TLC shall submit to the District a copy of all reports or other documents that TLC is required to submit, or voluntarily submits, to any state or other public agency in the State of California. The District agrees to provide TLC with a copy of all documents that the District sends to the California Department of Education that are specific to TLC and/or the Charter Schools.
- G. Educational Program: The educational program and grade level offerings shall be in compliance with the Charters approved by the District and any authorized amendments.

- H. Notification to District Regarding Governing Body Composition: TLC shall annually send to the District a list of its directors and officers by September 1. The District shall be provided with immediate notice of any change in the composition of these directors or officers.
- I. School Calendar and Schedules: TLC shall provide by June 1 of each year documentation showing the school calendar and schedule for the following school year, including calculation of instructional minutes for each Charter School. If summer school, extended day and/or intersession is offered by any of the Charter Schools, TLC shall provide calendars and schedules for such programs.
- J. Data Exchange: The District and TLC have jointly developed a data exchange schedule which includes a listing of the types of reports and information that the District and TLC need to review, in addition to the information required by this MOU, in order to satisfy the District's oversight responsibilities. The Data Exchange Schedule is attached as Appendix A to this MOU and incorporated by reference herein. If the District and/or TLC need to amend this schedule, representatives from both organizations will meet to agree upon the proposed change. Pending any mutually agreeable amendment, TLC shall continue to comply with this section.
- K. Cumulative File Information: Upon written notice and consent by the parent/guardian, the District and TLC shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services when a student transfers from a District school to any of the Charter Schools, or vice versa.
- L. Student Information Systems: A student information system shall be provided to TLC by the District as part of the District's oversight responsibilities. TLC will provide the District with the daily attendance information for the Charter Schools and accurately maintain all student data required for electronic submission of CDE reports as required by the California State Board of Education. To the extent that the District desires periodic attendance information, the District will provide TLC with appropriate software programs and systems (along with training for TLC's employees in its use) necessary to derive such periodic attendance information from the Charter Schools' school calendars and daily attendance information formats. The Charter School shall provide the District all information necessary to maintain the student information systems.

### **III. RESPONSE TO INQUIRIES**

- A. TLC will respond to reasonable inquiries from the District, pursuant to Section 47604.3 of the Act. Such inquiries may include requests for information regarding the educational program and the administrative, legal and governance operations of TLC as requested by the District. TLC acknowledges the requirements of Section 47607(b) of the Act under which charter schools must meet certain criteria regarding their educational programs prior to receiving a charter renewal.

B. The District will conduct annual visitations to each Charter School. The District will notify TLC a minimum of three weeks prior to the visitation of each Charter School regarding the scope and purpose of the annual visit. The first portion of the visitation will focus on teacher credentialing and parent involvement, and is to take place in the fall of each school year. Part two of the visitation will focus on curriculum and instruction. This review will take place between February and April of each school year. The District's visitation will include, among other things, any concerns from the prior year's visitation and may include other issues and other areas of oversight by the District. TLC will provide any documentation needed for the visitation, as requested by the District. The District agrees to provide advance written notice of at least 20 (twenty) days of any additional information regarding the Charter that is necessary for the District to assess the educational program of the Charter School. The District will complete a report of the District's findings during the visitation to the Charter School and District Board within 30 (thirty) days of the visitation. Nothing herein shall be construed as limiting the District's access to the Charter Schools records and information and/or the facility allocated to the Charter Schools as per the Facilities Use Agreement.

#### IV. FUNDING

A. Record Keeping/Reporting: To the extent that TLC is required to submit records or reports to the District, the County Office of Education, or Department of Education, those records and reports must be prepared by TLC in conformance with District procedures and software requirements or as otherwise allowed by law.

B. Additional Sources of Funding: In addition to the block grant funding specified below, the Parties recognize the authority of TLC to pursue additional sources of funding.

(1) When the District applies for additional sources of funding in the form of grants, loans and/or categorical funding at the request of and for the benefits of TLC and one or more of the Charter Schools, the District will receive 1% of such funds to be allocated to the Charter School(s) as an indirect charge. Funds shall be allocated to the Charter School(s) on a prorated basis related to the formula which generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to the Charter School(s) on a per eligible student basis minus the administration fee (indirect charge fee) charged by the District. These funds shall not be considered revenue for purposes of the District's oversight fee.

(2) TLC agrees to comply with all regulations related to expenditures and receipt of such funds (including compliance with federal and state compliance regulations and certifications).

(3) TLC is also entitled to class size reduction funds and a variety of state and federal application-based programs, as well as various grant opportunities. Except as otherwise noted in this MOU, it shall be the responsibility of TLC to apply for funding which is beyond the basic statutory entitlement.

- C. Block Grant Funding: The Parties agree that the funding entitlement per student attending any of the Charter Schools shall be (1) a combination of in-lieu property taxes and state aid in the amount of the general purpose block grant entitlement in an amount specified by the State on an annual basis; and (2) a categorical block grant entitlement in an amount specified by the State on an annual basis. TLC has elected to receive funding from the State for the Charter Schools directly pursuant to Section 47651 of the Act. TLC shall also receive lottery funding for the Charter Schools as specified in Section 47638 of the Act.
- D. Limitation on Expenditures: TLC agrees that all revenue obtained from the District shall only be used for the provision of educational services as outlined herein and in the Charters for school age children enrolled in and attending the Charter Schools and shall not be used for purposes other than those set forth in the approved Charters and any authorized amendments.
- E. State Aid Issued to County Superintendent of Schools: The County Superintendent of Schools will issue funds to TLC for the Charter Schools that are received by the County Superintendent from the State in accordance with San Joaquin County Office of Education policies and procedures.
- F. Fund Transfers of In Lieu of Property Taxes: The District will transfer funds to TLC for the Charter Schools in lieu of property taxes as required by the Education Code on or before the 15<sup>th</sup> day of each month.
- G. Other Funds Due to the Charter Schools Received By the School District: The District and TLC shall meet on an annual basis to identify a list of potential additional sources of funds (in excess of the in lieu of property taxes) due to TLC for the Charter Schools and received by the District and the timelines for receipt of these funds. This meeting shall occur prior to March 30 of each year. The District will transfer all additional sources of funds received on behalf of the Charter Schools as soon as possible after receipt but no later than 15 days after receipt of funds.

## **V. LEGAL RELATIONSHIP**

- A. Separate Legal Entity: The Parties recognize that the Charter Schools are operated as TLC, a California nonprofit public benefit corporation, which is a separate legal entity from the District, as permitted under Section 47604 of the Act. Therefore, the District shall not be liable for the debts and obligations of TLC or any of the Charter Schools, or for claims arising from the performance of acts, errors, or omissions by TLC or any of the charter schools. TLC may not enter into a contract or agreement with any other entity to manage or operate the Charter Schools without the express written prior approval of the District.
- B. Public School Employer: The Parties agree and understand that TLC employs all employees working at the Charter Schools and that TLC shall be the public school employer for purposes of collective bargaining as provided in Section 47605(b)(5)(O) of the Act.

- C. Indemnification: With respect to its operations under this MOU, TLC shall defend, indemnify and hold harmless the District, its officers, agents or employees as set forth in the charters of the Charter Schools.
- D. Complaints: Any complaints/concerns (including complaints filed with OCR, FEHA, and EEOC) received by the District about any aspect of the operation of TLC (including any one or more of the Charter School(s)) shall be forwarded by the District to TLC. Upon resolution of the complaint/concern, TLC will notify the District that the issue has been resolved. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of any of the Charters, the District may request that TLC inform the District of how such concerns/complaints are being addressed. TLC agrees to provide such information. Both parties agree to comply with applicable confidentiality laws regarding the release and transfer of records between the parties.
- E. Statement of Facts: TLC shall file a Statement of Facts - Roster of Public Agencies filing in accordance with Govt. Code section 53051 for each of the Charter Schools. Copies of the initial filings and any subsequent amendments required by law shall be forwarded to the District.

## **VI. FISCAL RELATIONSHIPS**

- A. Administrative Services: TLC has the option to purchase the "Administrative Services" from the District: for example (1) accounting; (2) budgeting; (3) personnel; and (4) employee compensation (including payroll). The provision of such services and the fees payable therefor, if requested, shall be by mutual agreement, shall be in writing signed by the Parties. The District shall only be obligated to provide those services specifically listed herein, subject to the District's capacity, as solely determined by the District, and all other centralized administrative services are the obligation of TLC.
- B. Oversight Fees: As provided in the Education Code, up to 1% of all revenues of the Charter Schools (excluding private grants and private monies outside of the funding model) shall be paid to the District as an oversight fee to offset the District's actual expenses and costs in monitoring and overseeing the Charter Schools. The District shall invoice TLC for the oversight fees for each of the Charter Schools by September 30 following the school year in which the fees are owed. If there is a dispute regarding the amount of oversight fees owed the Parties agree to follow the dispute resolution process in Section [C] below.
- C. Payment for Services, Pro Rata Share, and Expenses: The District and TLC have agreed to a fee schedule for services performed by the District for TLC. The fee schedule is attached as Appendix B to this MOU and is incorporated by reference herein. Except for special education encroachment fees (which shall be computed and charged in accordance with Appendix B), by the 5th business day of each month, District shall provide a written invoice and supporting expense information to TLC for each of the Charter Schools detailing the amount due for services performed by the District, a

facilities use fee in lieu of a pro rata share facilities costs (as per the Facilities Use Agreement), and any expenses paid by the District on TLC's behalf. If TLC disagrees with charges contained in the monthly invoice, TLC will provide written notice to the District regarding the specific nature of its concerns within five business days of the receipt of the invoice. By the 10<sup>th</sup> business day of the month, TLC shall provide payment to District for the amount invoiced unless TLC has provided written notice to District that it disagrees with charges invoiced. TLC may only withhold payment for services, fees or expenses that it has specifically contested, not for the entire amount invoiced. By the 15<sup>th</sup> business day of the month, District and TLC shall attempt to reach agreement upon payment for contested charges. If agreement cannot be reached, the matter will be resolved consistent with provisions the dispute resolution provisions of the relevant Charter. TLC may make payment either by check or by electronic funds transfer. Notwithstanding the foregoing, the District shall make no payments or disbursements for or on behalf of TLC and/or the Charter School(s) without TLC's prior written request and/or consent.

If TLC contracts for services that require the District to provide labor beyond the current work/vacation calendars of District employees, then TLC shall pay the actual cost of these services provided on the days that exceed the work year of District employees.

- D. Average Daily Attendance: TLC will be responsible for its daily and monthly attendance accounting for each of the Charter Schools in accordance with the Charters, this MOU and the law.
- E. Annual Audit: The Charter Schools shall not be part of the annual District fiscal auditing process. TLC shall be responsible for having an annual fiscal audit done of its entire operation of the Charter Schools in accordance with all applicable laws. Such audit shall include all revenue/income and expenditures/allocations received by TLC with respect to the Charter Schools. TLC and its employees agree to implement all audit recommendations or District directives regarding audit deficiencies unless other terms are agreed to between the District and TLC. A copy of the audit report shall be submitted by TLC to the District and the California Department of Education, State Controller, and the County Superintendent of Schools by December 15<sup>th</sup> of each year. TLC will respond in writing to the District with respect to any findings indicated in the audit by January 31<sup>st</sup>. The District will respond to TLC's action plan within 45 (forty-five) days. TLC will implement the District's recommendations and/or identify findings of disputes. TLC shall update the District regarding the implementation of its action plan upon the written request of the District.
- F. Bonds: In the event that the District seeks and receives a voter approved bond or parcel taxes, TLC shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. The Parties recognize that the Parties should meet in advance of any action by the District to pursue such measures so to advise TLC and to determine the positions of the Parties. TLC agrees that it has no entitlement to funds currently being received, if any, by the District under prior parcel tax elections.

G. Loans: TLC agrees that it shall establish a fiscal plan for repayment of any loans received by TLC for the Charter School(s) in advance of receipt of such loans. TLC shall provide to the District written notice in advance of entering into a loan and provide the District with a copy of the loan documents and the plan for repayment. All loans shall be the sole responsibility of TLC, and the District shall have no obligation for repayment. TLC recognizes that it has an outstanding loan payable to the District in the original principal amount of \$339,150.00 under that certain Promissory Note dated February 24, 2004, with an outstanding principal amount of \$254,362.50 as of July 2, 2009. TLC has made and will continue to make timely payments to the District in accordance with this Note.

H. Cash Flow and Reserve: Each year TLC shall submit a cash flow analysis with the budget for the Charter Schools as outlined in Appendix A. TLC will maintain an aggregate of 3% of expenditures and transfers for the Charter Schools as a reserve for economic uncertainty unless reasonably required otherwise in writing by the District.

I. Private Funding: It is recognized that either party may apply for private/grant funding. Any application that includes the other shall be approved in advance by the Parties.

J. Third Party Debts and Liabilities: TLC's assets or funds shall not be used to satisfy any third party debts or liabilities. TLC monies shall not be allocated or spent on the debts and/or liabilities of any party or organization that is associated with founding these Charter Schools.

## **VII. FISCAL CONTROLS**

A. Fiscal Policies: TLC shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure TLC's funds are used to most effectively support the Charter School's missions and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the TLC Board-adopted budget; (2) TLC's funds are managed and held in a manner that provide a high degree of protection of the TLC's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting to the State as required by the District, the County Office of Education or Department of Education.

B. Business Management Committee: TLC has established a Business Management Committee to monitor the comprehensive fiscal operation of the Charter Schools, including budget development and budget management, financial reporting, cash flow management and external audit function management; and the Business Management Committee shall constitute the audit committee required under the Charters. The Business Management Committee shall meet quarterly. Any person or persons with expenditure authorization or recording responsibility within TLC shall not serve on the Committee.



- C. Budget Monitoring: TLC shall develop and monitor its budget for the Charter Schools in accordance with the annual budget development and monitoring calendar to be developed by TLC. TLC must comply with all fiscal controls to the extent applicable and not assumed by the District under any administrative services provided by the District.
- D. Annual Fiscal Reports: TLC will forward to the District the following reports by the designated dates: The First Interim Report (through 10/31) shall be due by December 15; the Second Interim Report (through 1/31) shall be due by March 1; the Preliminary Budget for the following school year shall be due by April 1; the Adopted Budget shall be due by June 30 and re-adopted within 15 days of the chaptering of the state budget; the unaudited actuals shall be due by September 15.
- E. Segregation of Duties: TLC will develop and maintain simple check requests and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the Executive Director of TLC, who will review the proposed expenditure to determine whether it is consistent with the TLC Board-adopted budget and sign the check request form. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the Charter School site or a contracted bookkeeper.
- F. Banking Arrangements: TLC will maintain its accounts either in the county treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally backed instruments. TLC's bookkeeper will reconcile TLC's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Executive Director and Business Management Committee of the TLC Board will regularly review these statements. TLC will deposit all funds received as soon as practical upon receipt. A "revolving" cash fund, not to exceed \$10,000 (\$200 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by the TLC site secretary, who shall not be authorized to expend petty cash.
- G. Purchasing Procedures: All purchases over \$10,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Director and TLC Board shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years.
- H. Property Inventory: The Executive Director of TLC shall establish and maintain an annual inventory of all TLC non-consumable goods and equipment over \$500.
- I. Payroll Services: TLC may contract with the District or a reputable, bonded and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. The Executive Director of

TLC will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Executive Director and chair of the Business Management Committee for the TLC Board will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

J. Attendance Accounting: The Executive Director of TLC will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the Charter Schools and engaged in activities required of them by the Charter Schools. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Act and the California Code of Regulations sections defining charter school average daily attendance.

K. Annual Financial Audit: The Business Management Committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of the TLC's financial statements, (2) an audit of TLC's attendance accounting and revenue claims practices, and (3) an audit of TLC's internal control practices. The audit shall be completed within 100 (one hundred) days of the close of the fiscal year and its results shall be reviewed and forwarded to the TLC Board.

L. Other Fiscal Control Policies: TLC shall develop and maintain other fiscal control policies as recommended independent certified public accountants retained by TLC to advise it on fiscal control policy matters, or as reasonably recommended by the District consistent with the Charter School Law.

## **VIII. SERVING STUDENTS WITH DISABILITIES**

### **Overview**

The Charter Schools shall comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act ("IDEIA").

Each of the Charter Schools shall be categorized as a "public school" within the District in conformity with Education Code Section 47641(b). The Charter Schools and District shall comply with this Memorandum of Understanding ("MOU") between the District and TLC.

The Charter Schools shall comply with all state and federal laws related to the provision of special education instruction and related services and all San Joaquin County SELPA policies

and procedures; and shall utilize appropriate SELPA forms. The Charter Schools shall not discriminate against any pupil with a disability in the admissions process or any other aspect of operation.

The Charter Schools shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter Schools shall be accessible for all students with disabilities.

### **Section 504 of the Rehabilitation Act**

The Charter Schools recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter Schools. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Schools.

The Charter Schools will follow the District's "504 Procedural Packet" for eligibility and 504 plan decisions and implementation. Upon the Charter Schools' request, the District may assist the Charter Schools with eligibility decisions regarding 504. A 504 team will be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by personnel assigned by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. An evaluation under IDEIA may be conducted concurrently if appropriate and agreed upon by the District.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. Forms from the District's "504 Procedural Packet" may be utilized for this purpose. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall develop the 504 Plan. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have access to a copy of each student's 504

Plan. The Executive Director of TLC will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

### **Services for Students under the "IDEIA"**

The Charter Schools intend to provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the Special Education Local Plan Area ("SELPA"). The Charter Schools shall remain, by default, a public school of the District for purposes of Special Education purposes pursuant to Education Code Section 47641(b).

As a public school of the District, solely for purposes of providing special education and related services under the IDEIA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, the Charter Schools seeks services from the District for special education students enrolled in the Charter Schools in the same manner as is provided to students in other District schools. The Charter Schools will follow the District and SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records. The Charter Schools will comply with District protocol as to the delineation of duties between the District central office and the local school site in providing special education instruction and related services to identified pupils.

The District and the Charter Schools will attend an annual meeting to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol which will ensure that the Charter Schools and the District have an ongoing mutual understanding of District protocol and will facilitate ongoing compliance.

The Charter Schools acknowledge the importance of cooperating with the District so that the District can provide special education services to each of the Charter Schools' students. The Charter Schools agree to promptly respond to all District inquiries, to comply with reasonable District directives, and to allow the District access to each of the Charter Schools' students, staff, facilities, equipment and records as required to fulfill all District obligations under this MOU or imposed by law.

### **Staffing**

All special education services at the Charter Schools will be delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEIA all of whom shall be employed by the District. The Charter Schools' staff shall participate in all mandatory District in-service training relating to special education.

It is the Charter Schools' understanding that the District will be responsible for the hiring, training, and employment of staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The District shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to each of the Charter Schools' students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

#### Notification and Coordination

The Charter Schools shall follow District policies as they apply to all District schools for responding to implementation of special education services. The Charter Schools will adopt and implement District policies relating to notification of the District for all special education issues and referrals.

The Charter Schools shall follow District policies as they apply to all District schools for notifying District personnel regarding the discipline of special education students to ensure District pre-approval prior to imposing a suspension or expulsion. The Charter Schools shall assist in the coordination of any communications and immediately act according to District administrative policies relating to disciplining special education students.

#### Identification and Referral

The Charter Schools will implement District and SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The District shall provide the Charter Schools with any assistance that it generally provides its schools in the identification and referral processes, and will ensure that the Charter Schools are provided with notification and relevant files of all students who have an existing IEP and who are transferring to the Charter Schools from a District school. The District shall have unfettered access to all of the Charter Schools' student records and information in order to serve all of the Charter Schools' students' special needs.

The Charter Schools will notify the District when a student's records indicate previous special education services. The Charter Schools will follow District child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

#### Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible

students in accordance with the District's general practice and procedure and applicable law. The Charter Schools shall work in collaboration with the District to obtain parent/guardian consent to assess Charter Schools' students. The Charter Schools shall not conduct special education assessments unless directed by the District.

### IEP Meetings

The District shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter Schools shall be responsible for having the following individuals in attendance at the IEP meetings or as otherwise agreed upon by the District and Charter Schools: the Principal and/or the applicable Charter School's designated representative with appropriate administrative authority as required by the IDEIA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other representatives of the applicable Charter School who are knowledgeable about the regular education program at the applicable Charter School and/or about the student. The District shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

### IEP Development

The decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the District, pursuant to the District's IEP process. Programs, services and placements shall be provided to all eligible students of the Charter Schools in accordance with the policies, procedures and requirements of the District and of the SELPA and State and Federal law.

The Charter Schools shall promptly notify the District of all requests it receives for assessment, services, IEP meetings, reimbursement, compensatory education, mediation, and/or due process whether these requests are verbal or in writing.

### IEP Implementation

Pursuant to District policy and the manner in which the District operates special education at all other public schools in the District, the Charter Schools shall assist the District in implementing IEPs, pursuant to District and SELPA policies in the same manner as any other school of the District. The District and the Charter Schools will need to be jointly involved in all aspects of the special education program, with the District holding ultimate authority over implementation and supervision of services. As part of this responsibility, the Charter Schools shall provide the District and the parents with timely reports on the student's progress as provided in the student's IEP, as frequently as progress reports are provided for the Charter Schools' non-special education students. The Charter Schools shall also provide all home-school coordination and information exchange unless directed otherwise by the District. The Charter Schools shall also be

responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology unless directed otherwise by the District.

#### Interim and Initial Placements of New Students in the Charter Schools

For students who enroll in the Charter Schools from another school district outside of the SELPA with a current IEP, the District and the Charter Schools shall conduct an IEP meeting within thirty days. Prior to such meeting and pending agreement on a new IEP, the District and the applicable Charter School shall implement the existing IEP at the applicable Charter School, to the extent practicable or as otherwise agreed among the District, the applicable Charter School and parent/guardian.

#### Non-Public Placements/Non-Public Agencies

The District shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students. The Charter Schools shall not hire, request services from, or pay any non-public school or agency to provide education or services to special education students without the prior written approval of the District. The Charter Schools shall immediately notify the District of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

#### Non-discrimination

It is understood and agreed that all children will have access to the Charter Schools and no student shall be denied admission nor counseled out of the Charter Schools due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services. However, in accordance with law and SELPA policy, IEP Teams may offer special education services outside of the applicable Charter School if necessary to provide FAPE.

#### Parent/Guardian Concerns and Complaints

The Charter Schools shall follow District policies as they apply to all District schools for responding to parental concerns or complaints related to special education services. The Charter Schools shall advise all parents/guardians that all concerns regarding special education services, related services and rights should be directed to the District unless otherwise informed by the District. The Charter Schools shall immediately notify the District of any concerns raised by parents. In addition, the Charter Schools and the District shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The District's designated representative, in consultation with the Charter Schools' designated representative, shall investigate as necessary, respond to, and address all parent/guardian concerns or complaints. The Charter Schools shall allow the District access to all facilities, equipment, students, personnel, and records to conduct such an investigation.

The Charter Schools and the District shall timely notify the other of any meetings scheduled with parents/guardians or their representatives to address the parent/guardian concerns or complaints so that a representative of each entity may attend. The District, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints, and the Charter Schools shall comply with the District's decision.

The Charter Schools and the District shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

#### Due Process Hearings

The District may initiate a due process hearing or request for mediation with respect to a special education student enrolled in one of the Charter Schools if the District determines such action is legally necessary or advisable. The Charter Schools agree to cooperate fully with the District in such a proceeding. In the event that the parents/guardians of a special education student file for a due process hearing, or request mediation and the issues raised relate to actions of both the District and a Charter School, the District and the Charter Schools shall work together to defend the case. In the event that the District determines that legal representation is needed, the Charter Schools agree that they shall be jointly represented by legal counsel of the District's choosing, the cost of which shall be shared equally by the District and the Charter Schools or TLC (and for the 2009-10 year the Charter Schools or TLC will reimburse its one half of the costs to the District; and thereafter its one half shall be covered by the encroachment that it pays to the District); provided that if the interests of the Charter School(s) or TLC are inconsistent or otherwise diverge, the parties shall not be jointly represented by legal counsel, the Charter Schools and TLC may select their own legal counsel at its own expense, and neither the Charter Schools nor TLC shall be liable for legal fees or costs incurred by the District.

The Charter Schools understand that the District shall have sole discretion to settle any matter in mediation or due process. The District shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any student in any of the Charter Schools necessary to protect its rights.

#### SELPA Representation

The District shall represent the Charter Schools at all SELPA meetings and report to the Charter Schools concerning SELPA activities in the same manner as is reported to all schools within the District.

#### Funding

##### *Retention of Special Education Funds by the District*



The District shall retain all state and federal special education funding allocated for students in the Charter Schools through the SELPA Annual Budget Plan, and shall be entitled to count the Charter Schools' students as its own for all such purposes.

#### *Retention of ADA Funds by the District for Non-Public Placements*

The parties acknowledge that the District may be required to pay for or provide students in the Charter Schools with placements at locations other than at the applicable Charter School's school site in order to provide them with a free appropriate public education. Such placements could include, without limitation, programs or services in other District schools, in other public school districts within the SELPA, in a County Office of Education program, in a non-public school, at home, at a hospital, or in a residential program. When such programs or services are provided at District expense, the District shall be entitled to receive from the applicable Charter School a pro rata share of all funding received by the applicable Charter School for such student, including, without limitation, a pro rata share of all ADA funds received by the applicable Charter School for such student, based on the number of instructional days or minutes per day that the student is not at the applicable Charter School site.

#### *Contribution to Encroachment*

The Charter Schools shall contribute their fair share to offset special education's encroachment upon the District's general fund. Accordingly, the Charter Schools shall pay to the District a pro-rata share of the District's unfunded special education costs ("Encroachment"). At the end of each fiscal year, the District shall invoice the Charter Schools for their respective pro-rata shares of the District-wide Encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to Charter Schools) divided by the total amount of District ADA (including the amount of ADA received by the Charter Schools for their students), and multiplied by the total amount of ADA received by the Charter Schools. The Charter Schools' ADA shall include the ADA of all the Charter Schools' students, regardless of home district.

### **VIII. INSURANCE AND RISK MANAGEMENT**

TLC shall, at its sole cost and expense, commencing on the dates as outlined below and during the entire term hereof, procure, pay for and keep in full force and effect insurance as outlined in this Section.

- A. Property Insurance: TLC shall secure property insurance to address business interruption and casualty needs, including fire, and other hazards with replacement costs coverage for all assets listed in TLC's property inventory and consumables. TLC shall secure property coverage with a minimum policy limit of 80% of the fair market value of each Charter School's contents. TLC must provide the District with a certificate of said insurance that meets the requirements of this Section, prior to commencing instruction to students on the premises.

B. General Liability: TLC shall purchase and hold general liability insurance in the amount of five million dollars (\$5,000,000), occurrence based, providing coverage for, among other things, negligence, errors and omissions/educators legal liability, abuse and molestation, crime, and employment practices liability of TLC, the TLC Board, and its officers, agents, employees and/or students. The deductible/occurrence for said insurance shall not exceed \$5,000 for any and all losses resulting from negligence, errors and omissions of TLC, the TLC Board, and its officers, agents, employees and/or students. No later than August 1<sup>st</sup> of each year, TLC shall meet with the District to determine whether this insurance amount continues to be adequate coverage for TLC. Any revisions to the amount shall be documented in an addendum to this MOU.

TLC must provide the District with a certificate of said insurance that meets the requirements of this Section, prior to commencing instruction to students on the premises each year.

C. Insurance Policies: The insurance policies procured in accordance with this Section shall include the following: (1) a clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to Tracy Unified School District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) calendar days after date of mailing notice;" (2) language stating in particular those insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period; and (3) a statement that the District and its officers, employees and agents are named as additional insureds under this policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. (This requires the production of an additional insured endorsement; a certificate of insurance containing reference to the endorsement will not be accepted in lieu of the actual endorsement).

TLC shall secure any other type or kind of insurance as directed by the District in writing for the operation of TLC. Additional insurance may also be obtained as required by law. Any insurance carrier must be licensed to do business in California.

D. District Structures: The District will continue to maintain its current levels of insurance on the structures of any school site allocated to TLC as further outlined in the current Facilities Use Agreement. TLC shall be responsible for any deductible costs for a loss to any District structures with the exception of any loss that is caused by the sole negligence of the District.

E. Workers' Compensation: TLC shall purchase and hold Workers' Compensation in accordance with provisions of the California Labor Code, adequate to protect TLC from claims under Workers' Compensation Act which may arise from its operation. Required limit shall be two million dollars (\$2,000,000).

F. Health and Welfare Benefits for employees: TLC shall be solely responsible for providing health benefits, if any, to its employees.

G. Bond: TLC shall purchase and hold Fidelity Bond coverage to cover all school employees. The amount of such coverage shall, at a minimum, be \$50,000. If TLC contracts with a vendor to provide payroll, purchasing or any other financial services any such vendor shall also secure Fidelity Bond coverage in the amount of \$50,000.

H. Auto Insurance: TLC shall secure auto liability coverage with minimum limits of \$1,000,000 per occurrence and occurrence based.

## **IX. HUMAN RESOURCES MANAGEMENT**

TLC employs all personnel working at the Charter Schools. TLC shall have sole responsibility for employment, management, dismissal and discipline of its employees.

A. Background Checks: TLC will conform to the laws regarding background checks and fingerprinting for employees and vendors (e.g., See Education Code section 45125.1).

B. STRS/PERS: If TLC decides to offer existing or new employees of TLC the opportunity to participate in STRS or PERS, TLC shall be responsible for entering into a contract with STRS and/or PERS, the District, or the County Office of Education. TLC may offer its employees alternative retirement options in addition to federal social security, if applicable.

## **X. FACILITIES**

A. Facility: In accordance with Proposition 39, the parties have entered into a mutually agreeable Facilities Use Agreement for the use of the facilities described therein.

B. Facility Safety: TLC's facilities shall meet all applicable health and fire codes requirements and shall be of sufficient size to safely house anticipated enrollment. TLC shall not seek to exempt itself from applicable zoning or building code ordinances without the advance written approval of the District. The District shall be consulted before securing any site for TLC's operation of the Charter School (s). The District shall have the right to reject any site if it determines the site is not a safe learning environment. TLC will locate its site(s) within the District boundaries.

C. Field Act: The Parties acknowledge the decision of TLC to exempt itself from application of the Field Act Standards and that TLC may offer educational programs in facilities that are not otherwise approved under the Field Act.

D. Accessibility: TLC recognizes that its facilities and programs must conform with the American with Disabilities Act and any other federal or State requirement that may be applicable to charter schools. If conflicts arise between state and federal law, the requirement allowing the greatest access shall be adopted.

## **XI. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER**

A. Oversight and Monitoring: Oversight and monitoring of the Charter Schools shall be in conformance with District Board policy and the terms of the approved Charters, MOU as determined by the District, and with and applicable law. Specifically, oversight and monitoring shall include, but is not limited to, the following:

- (1) Data exchange as contemplated in Appendix A.
- (2) Review of fiscal audit.
- (3) Field visits.
- (4) Consideration of requests for renewal.
- (5) Participation in dispute resolution.
- (6) Notice to cure/revocation.

B. Performance Assessments: TLC agrees to administer its current statewide performance assessment/s. Results from such statewide assessments shall be provided to the District within one (1) month of receipt by TLC.

C. Accountability: TLC shall be responsible for operating the Charter Schools in conformance with the provisions of the approved Charters and this MOU. All functions and operations of the Charter Schools are the responsibility of TLC unless specifically stated otherwise in the Charters or this MOU. It is the responsibility of TLC to determine if a function or obligation of TLC is being performed by the District or some other third Party.

D. No Child Left Behind: TLC shall comply with all applicable provisions of the No Child Left Behind Act ("NCLB") including, but not limited to, adequately yearly progress and the provision of highly qualified teachers.

## **XII. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS**

In the event that either party to this MOU wishes to have its students and/or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged in order that participation may be agreed upon. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing. TLC's participation in CIF activities and sports are subject to the rules and regulations of CIF.

## **XIII. CHARTER SCHOOL POLICIES AND PROCEDURES**

A. TLC shall provide copies of all amended or modified policies and procedures applicable to the Charter School(s) to the District promptly upon adoption by TLC. TLC agrees to take all actions necessary to conform its policies, procedures, and bylaws to applicable state and federal law. The following policies shall be adopted by TLC and shall be reviewed by the District during its annual review:

- (1) Student rules/regulations for suspension and expulsion.
- (2) Health and safety policies (as directed by the District's risk manager) including, but not limited to, emergency preparedness, first responder, blood borne pathogens, dispensation of medicines etc.
- (3) Enrollment practices and admission requirements if any.
- (4) Action taken to monitor that student population is reflective of community.
- (5) Membership process for site councils and parental involvement.
- (6) Description of decision-making process by the Charter Schools' governing body and/or administration.
- (7) Job descriptions for each position at the Charter Schools and employment contracts.
- (8) Employment rules and policies including evaluation, hiring and termination.
- (9) Any other policies that are specifically referenced in the Charters or required by the District.

#### **XIV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

The District hereby designates employees of TLC as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. § 1232g, the Family Educational Rights and Privacy Act and California Education Code Section 49076 (b)(6). TLC, its officers and employees shall comply with the Family Educational Rights and Privacy Act at all times. In addition, it is agreed that the District shall have an educational interest in the educational records of TLC such that the District shall have access to these records.

#### **XV. BROWN ACT/PUBLIC RECORDS AND CONFLICTS OF INTEREST**

A. TLC shall conduct its board meetings in accordance with the Brown Act (including any and all subsidiary bodies operating within the Charter Schools). The Brown Act requires boards to conduct their business in pre-announced and agendized open session unless specific conditions exist that justify the meeting of a board in closed

session. TLC shall send the District copies of all agendas and minutes of all meetings.

- B. In addition, TLC understands and agrees that it is subject to Section 47604.3 of the Act and to the extent set forth therein, is subject to the Public Records Act (Government Code sections 6250 et seq.) and the Political Reform Act and shall, among other things, develop a conflicts of interest policy and file statements of economic interest (Form 700).

#### **XVI. PUPIL TRANSPORTATION**

TLC shall be responsible for any transportation offered to students who enroll in the Charter Schools with the exception of transportation services needed for special education students as per the individual student's IEP. If TLC purchases transportation services from the District these shall be provided at or above cost to the District.

#### **XVII. LEGAL SERVICES/OTHER SERVICES**

TLC will be responsible for procuring its own legal counsel and the costs of such service. TLC reserves the right to subcontract any and all services specified in this MOU to the District and/or to public or private subcontractors as permitted by law.

#### **XVIII. INDEPENDENT CONTRACTOR**

The Parties to this MOU intend that the relationship between TLC and the District for the provision of administrative services under this MOU is that of an independent contractor, and not employer-employee. No agent, employee, or servant of TLC shall be deemed to be the employee, agent or servant of the District except as expressly acknowledged in writing by the District. TLC will be solely and entirely responsible for its acts and for the acts of TLC's agents, employees, servants, and subcontractors and for District employees while acting under TLC's direction during the entire term of this MOU.

#### **XIX. SEVERABILITY**

If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

#### **XX. NOTIFICATION:**

All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

To the District at:

Tracy Unified School District  
1875 West Lowell Avenue  
Tracy, Ca 95376  
Attn: Director of Alternative Programs

To TLC at:

Tracy Learning Center  
51 East Beverly Place  
Tracy, Ca. 95376  
Attn: Executive Director

## **XXI. DISPUTE RESOLUTION**

All disputes regarding this MOU and/or the Charters shall be resolved in accordance with the dispute resolution provision included in the Charters. In no case shall the dispute resolution provision of the Charters impair the District's right and obligation to revoke the Charters. The District shall have the right to proceed with revocation of the Charter(s) in accordance with the Act at anytime. Moreover, the District shall not be required to proceed with the Charters' dispute resolution provision if the dispute involves a third party and TLC. As such, the dispute resolution provision of the Charters shall only be used to resolve disputes between the District and TLC regarding the Charters and this MOU that are not a basis for revocation.

## **XXII. ENTIRE AGREEMENT**

This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the Term and subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto that is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the Parties.

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

\_\_\_\_\_  
Tracy Learning Center

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

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

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2009 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

Abstentions: \_\_\_\_\_

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

\_\_\_\_\_

Bobbie Etcheverry, Secretary to the Board of Trustees

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2009 by the Board of Directors of the Tracy Learning Center by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

Abstentions: \_\_\_\_

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

\_\_\_\_\_  
Secretary to the Board of Directors

Attachment:      Appendix A Data Exchange Schedule  
                         Appendix B Fee Schedule for Services Performed by the District for TLC  
                         Appendix C Special Education Service



**APPENDIX A  
DATA EXCHANGE SCHEDULE**

<b>Date Due</b>	<b>Activity</b>
<b>1-Jul</b>	Revised student enrollment list Submit TLC Board meeting dates for upcoming fiscal year
<b>1-Aug</b>	Certificate of Insurance
<b>15-Aug</b>	Final student enrollment list
<b>1-Sept</b>	List of directors and officers Statement of facts filed Budget actuals for previous year
<b>15 -Sept</b>	Submit written self review, Part I to District
<b>30-Sept</b>	Oversight 1% fee invoiced (due Oct 15) 2% Facility Use Fee invoiced (due Oct 15)
<b>30-Sept – 30 Oct</b>	District Site Visit scheduled, Part I
<b>1-Nov</b>	Submit new policies
<b>Nov-Jan 15</b>	Submit written self review to district – Programmatic Review, Part II
<b>15-Dec</b>	Audit due to district and other agencies First Interim report through Oct 31 <sup>st</sup> due ADA check included with P1 report
<b>1-Jan</b>	Athletic field use review for next year
<b>Jan 15 to March 15</b>	District site visit scheduled – Part II
<b>31-Jan</b>	Response to audit findings to the district
<b>Feb 1 to March 30</b>	Ninety (90) days prior to the expiration of the term of the MOU, the parties will meet to discuss revisions to MOU
<b>15-Feb</b>	Estimated maximum enrollment plans for new year
<b>1-Mar</b>	Second Interim report due through Jan 31 <sup>st</sup>

<b>Date Due</b>	<b>Activity</b>
<b>1-Apr</b>	Preliminary budget
<b>15-Apr</b>	ADA check with proposed ADA included in P2
<b>1-May</b>	List of accepted new students and district presently attending
<b>1-Jun</b>	Calendar of instructional minutes for each charter school
	Include summer school minutes and dates
<b>30-Jun</b>	Adopt budget due to the district
<b>Recurring</b>	Agendas and minutes of all board meetings (agendas shall be sent electronically to the District liaison at time of posting); minutes shall be provided to the District liaison by the following TCL meeting.
<b>August – 15 Sept</b>	Test score results one month after received , annually

## Appendix B

### Fee Schedule for Services to Charter Schools

Area	Method of Cost Calculation	2009-12
REQUIRED		
1. Special Education Program Encroachment (2009-10)	Per Current Enrollment	\$200
2. Special Education Program Encroachment (2010-11 and thereafter)	Pursuant to the Memorandum of Understanding between the parties, the Charter School's pro rata share of District special education encroachment on the general fund will increase in the 2010-11 fiscal year to the actual encroachment as calculated by the District. This encroachment shall be calculated annually and the Charter School agrees to pay its pro rata share of these costs in the 2010-11 fiscal year and all future fiscal years.	As calculated by the formula contained in the MOU between the Parties.
2. Special Education Transportation Encroachment	Per Special Education Student Transported	N/A
3. Facility Use - Pro Rata Share (Prop. 39)	Facility Use Fee	An amount equal to the greater of (i) 2% of all revenues (excluding private grants and private monies outside of the funding model) received by TLC for the Charter Schools, or (ii) \$2.00 per square foot of the Premises (defined in the Facilities Use Agreement of even





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 16, 2009  
**SUBJECT:** Approve New Job Description for Irrigation Specialist/Bus Driver/Custodian

**BACKGROUND:** Like every school district in California, Tracy Unified School District is experiencing budget reductions while trying to maintain services to students and the community. Therefore, as fewer employees attempt to meet varied responsibilities, a number of job descriptions have been merged. Positions currently exist which are responsible for completing work related to coordination of grounds work, maintaining grounds, and driving a bus, yet these duties are not combined into one common job description.

A vacant Irrigation Specialist position exists, however current employees of the District are capable of fulfilling the responsibilities of this open position. Combining irrigation and grounds coordination duties with the responsibilities already included in the job description for a Groundskeeper/Bus Driver/ Custodian will allow the District to not fill the vacant Irrigation Specialist position.

The attached new job description allows an employee to complete all of these required tasks.

**RATIONALE:** Creating the new position of Irrigation Specialist/Bus Driver/Custodian will allow the District to eliminate one Irrigation Specialist position with a potential savings of approximately \$70,000. In addition, the new job description is being proposed to ensure it accurately reflects the essential functions, education and experience, skills and qualification, physical requirements and work environment of the position of Irrigation Specialist/Bus Driver/Custodian, and accurately describes the responsibilities of that position. This agenda item meets District Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** Unrestricted General Funds

**RECOMMENDATION:** Approve New Job Description for Irrigation Specialist/Bus Driver/Custodian

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

# TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Irrigation Specialist/ Bus Driver/Custodian

**DEPARTMENT/DIVISION:** Transportation/Grounds and Operations

**POSITION SUMMARY:** Under general supervision of the Director of Transportation or the Director of Building Maintenance and/or Site and Departmental Administrator to perform bus driving duties, custodial work in the cleaning and maintenance of school buildings, equipment and facilities, routine grounds maintenance and gardening work, including operation of large equipment, rodent and insect eradication, development of uniform turf and garden areas and surfaces, application of soil, soil amendments, fertilizer, and monitoring and maintaining grounds irrigation systems. Employees in this position will take all appropriate steps to maintain district grounds in a uniform, relatively weed-free and healthy condition including monitoring, trouble shooting, ordering supplies, and reporting on status of district facilities and grounds.

## **ESSENTIAL FUNCTIONS:**

1. Drives a bus over designated routes in accordance with time schedules.
2. Picks up and discharges school children.
3. Escorts children across streets, stopping traffic when necessary.
4. Transports students and teachers on field trips to various locations, sometimes choosing the best route and making departure and arrival times as scheduled.
5. Performs a complete daily safety check and fills vehicles and equipment with fuel.
6. Assists in maintaining bus in safe operating condition and advises on repairs needed.
7. Cleans windshields, headlights and may occasionally wash buses, operate mobile radio equipment on buses.
8. Maintains good order among students on buses following District policies regarding the disciplining of children. Assists Director of Transportation in contacts with principals and/or parents regarding disciplinary problems.
9. Drives other equipment such as cars, vans, forklift, equipment and lawnmowers.
10. Maintains a variety of records as required, including the daily bus report and work orders.
11. Updates route sheets to include accurate directions and other pertinent instructions.
12. When necessary to fulfill contracted hourly assignment, drivers may be directed to dispatch (operate two-way radio and electronic communication devices, when necessary operate computers, assist with related clerical paperwork, greet and screen visitors, distribute keys and related materials, wash district vehicles, deliver mail and packages.
13. Delivers and unloads materials, moves and rearranges furniture and equipment.
14. Performs cleaning tasks in restrooms, classrooms, offices and outside areas, such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming and shampooing; empties waste containers.
15. Performs minor plumbing, water supply lines, sprinkler supply lines and electrical repairs.
16. Performs minor repair of furniture, cabinets, carpet and other equipment.
17. Removes graffiti from various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement.
18. Operates, cleans, services, repairs and maintains scrubbers, vacuum cleaners, carpet extractors and auxiliary mechanical equipment on vehicles and other related equipment and tools.
19. Performs general grounds maintenance work including trimming, pruning, edging and using hand or power tools.
20. Rake, sweep or pick up litter, leaves or trash from buildings, walkways and surrounding grounds and parking lots.
21. Lifts and stores supplies.
22. Reports safety, sanitation and fire hazards and removes objects hazardous to persons and property.
23. Follows proper procedures when handling blood and body fluids as per Blood Borne Pathogens policy.
24. May coordinate the tasks of student workers.
25. Irrigates, maintains and improves landscape areas including mowing lawns using hand mower or power mower.

26. Maintains athletic equipment, playgrounds and fields.
27. May be assigned Transportation, Custodial or Grounds duties as needed.
28. Schedules routine testing, orders repair parts and repairs all district irrigation systems.
29. Monitors and reports on the condition of, and repairs damage to, garden and field areas and irrigation systems.
30. Maintains communications with outside monitoring agencies and operates irrigation systems to ensure water levels, times, and frequencies are properly maintained.
31. Plans and implements programs designed for the beautification of all district landscaped areas, plants, cultivates, waters and sprays ornamental plants, shrubs, hedges, trees, flowers and lawns.
32. Trims hedges and shrubs, prepares and treats soil for planting, spades and fertilizes flower beds and sets out plants.
33. Uses pesticides and herbicides to keep assigned areas free from pests and plant diseases.
34. Properly operates, maintains, lubricates and repairs all tools, equipment, vehicles and irrigation systems in use.
35. Loads and unloads materials and equipment.
36. Operate large equipment including, but not limited to, tractors, back-hoes, trenchers, seeders, top-dressers, etc.
37. Maintains natural and synthetic sports fields and tracks for safe athletic use in accordance with league requirements.
38. Maintains regular and prompt attendance in the workplace and keeps daily attendance records.
39. Performs other related duties as required.

**EDUCATION AND EXPERIENCE:** The ability to carry out oral and written direction; read and write at a level sufficient to fulfill the duties to be performed for the position described. High School Diploma or equivalent is required. Must complete and pass a 40 hour school bus training course; pass district required physical exam including a drug test, pass the commercial driver's license test, which includes knowledge of passenger management and brakes. Two years of experience in gardening, irrigation, and grounds maintenance work required. Entry level experience in the custodial field and two years driving experience preferred, including bus or truck operation. Ability to meet the requirements of the State Department of Motor Vehicles and Highway Patrol, possess or obtain a valid Class B Commercial License, and California Special School Bus Driver Certificate and be insurable. Must be able to acquire and maintain the appropriate certification required to safely and lawfully apply insecticide, herbicide, rodenticide, and other pesticides on school district property.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of safe, defensive and efficient driving practices and techniques.
2. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.
3. Knowledge of Education Code applicable to the operation of vehicles transporting school students; methods, practices and procedures used in required first aid and emergency conditions.
4. Knowledge of the geography of the District.
5. Ability to read and develop a variety of efficient routes, schedules and maps.
6. Ability to plan for, carryout and complete extra curricular trips including athletic trips.
7. Knowledge of and ability to demonstrate effective methods of student supervision and discipline.
8. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment.
9. Knowledge of plumbing and hardware techniques.
10. Knowledge of safe work practices.
11. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete assignments.
12. Ability to diagnose equipment operating problems and execute required repairs.
13. Ability to use precision measuring equipment.
14. Ability to develop and maintain cooperative working relations with those contacted in the course of work.
15. Ability to keep accurate records of work performed.
16. Ability to work without immediate supervision in the field.
17. Ability to operate mechanical and power-driven equipment.

18. Knowledge of plant diseases and insects and control methods.
19. Knowledge of approved methods of planting and caring for landscaping.
20. Knowledge of methods and practices followed in maintenance of tools, machinery, and equipment.
21. Ability to develop, understand, and follow a work schedule.
22. Ability to plan and properly install irrigation systems.

**PHYSICAL REQUIREMENTS:** Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand, walk, bend, squat, stoop and/or climb for extended periods of time.
3. Right and left foot movements such as operating foot controls for extended periods of time.
4. Reach above shoulder level for extended periods of time.
5. Push/pull up to 50 lbs. for extended periods of time
6. Push/pull up to 100 lbs. for short periods of time.
7. Lift and carry up to 75 lbs. at waist height for short periods of time.
8. Lift and carry up to 100 lbs. at shoulder level.
9. Repetitive foot and/or hand/arm movements (grasp/pinch, etc.) for extended periods of time.
10. Speak so that others may understand at normal levels and on the telephone.
11. Hear and understand at normal levels and on the telephone with or without hearing aids.
12. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.

**WORK ENVIRONMENT:** Employees in this position will be required to work indoors and outdoors under various weather conditions and temperatures during the course of the required schedule. Employees will also be required to work on uneven ground. Employees will be exposed to noise, dust, fumes, pollen, gases and smoke levels depending on assignment being performed. Must wear closed toe shoes and meet uniform requirement. As required by a particular assignment must wear protective devices such as gloves, earplugs, coveralls, safety boots, safety glasses and dust mask. Employees will be exposed to vibrations.

**SALARY: Range 36**

**Board Approved**





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 14, 2009  
**SUBJECT:** Approve Resolution 09-11 Authorizing Teachers To Teach Outside of Their Major/Minor

**BACKGROUND:** Education Code Section 44263 authorizes teaching outside major and minor provided that the teacher has eighteen (18) semester hours of coursework, or nine (9) semester hours of upper division or graduate coursework in the subject area to be taught. The Tracy Unified School District currently has 3 teachers on this Education Code.

Education Code Section 44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units of coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has 7 teachers on this Education Code.

Education Code Section 44865 authorizes the holder of a valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made only with the consent of the teacher:

- |   |                                     |
|---|-------------------------------------|
| (a) Home teacher.                           | (f) Alternative schools.            |
| (b) Classes organized primarily for adults. | (g) Opportunity schools.            |
| (c) Hospital classes.                       | (h) Juvenile court schools.         |
| (d) Necessary small high schools.           | (i) County community schools.       |
| (e) Continuation schools.                   | (j) District community day schools. |
|   | (k) Independent study.              |

The Tracy Unified School District currently has 1 teacher on this Education Code.

**RATIONALE:** In all the above instances the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing these assignments. This agenda item

meets District Strategic Goal #4 – Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Resolution 09-11 Authorizing Teachers To Teach Outside of Their Major/Minor

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF  
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA**

**RESOLUTION 09-11  
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR MAJOR/MINOR  
2009-2010**

**BE IT RESOLVED** that the Governing Board pursuant to Education Code Sections **44263 and 44256(b)** hereby authorizes assignment of a teacher licensed pursuant to the provisions of these sections, with his or her consent, to teach outside major and minor provided that the teacher has eighteen (18) semester hours of coursework, or nine (9) semester hours of upper division or graduate coursework in the subject area to be taught, and teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least twelve (12) semester units, or six upper division or graduate units of coursework. Education Code **44865** hereby authorizes assignment of a teacher with a valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made only with the consent of the teacher:

- |   |                                     |
|---|-------------------------------------|
| (a) Home teacher.                           | (f) Alternative schools.            |
| (b) Classes organized primarily for adults. | (g) Opportunity schools.            |
| (c) Hospital classes.                       | (h) Juvenile court schools.         |
| (d) Necessary small high schools.           | (i) County community schools.       |
| (e) Continuation schools.                   | (j) District community day schools. |
|   | (k) Independent study.              |

Authorization shall remain valid for one year.

**PASSED and ADOPTED** by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 27<sup>th</sup> day of October, 2009, by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

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Ted Guzman, President, Board of Trustees  
 Tracy Unified School District

**ATTESTED:**

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

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Clerk  
 Tracy Unified School District

<b>Name</b>	<b>Site</b>	<b>Assignment</b>	<b>Credential</b>	<b>Ed Code</b>
Stephen Anastasio	WHS	PE	Clear Multiple Subjects	44263
Matthew Loggins	WHS	PE	Clear Single Subject: Math	44263
Mario Rodriguez	KHS	Arts, Media & Ent.	Preliminary SS: English	44263
Jolene Azevedo	MVMS	PE	Clear Multiple Subjects	44256(b)
Nelly Baretta	MVMS	Math	Life Multiple Subjects	44256(b)
Kristi Basacker	KE	Science	Clear Multiple Subjects	44256(b)
Karen Kelly	KE	Math	Preliminary Multiple Subjects	44256(b)
Fern Martin	FR	Math	Clear Multiple Subjects	44256(b)
Lisa Mendez	FR	Math	Clear Multiple Subjects	44256(b)
Kathleen Teixeira	THS	Math	Clear Multiple Subjects	44256(b)
Eustacia Hall	ST	Biology	Preliminary SS: Geo Sciences	44865