

**NOTICE**

**REGULAR MEETING OF THE GOVERNING BOARD**

**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, NOVEMBER 10, 2009**

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

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

**AGENDA**

**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#09-10/24, 25, 26, 27, 28, 29, 30**

**3.1.2 Application for Reinstatement: AR#09-10/20**

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

**3.1.3 Waiver of Expulsion - #WE09-10/5**

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

**3.1.4 PE Exemption: WHS #10306926**

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

**3.2 Human Resources:**

**3.2.1 Consider Release of Probationary Classified Employee #UCL-136**

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

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

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

**3.2.3 Conference with Labor Negotiator**

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

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

Pg. No.

**6. Closed Session Issues:**

**6a** Action Taken on Findings of Facts: FF#09-10/24, 25, 26, 27, 28, 29, 30

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

**6b** Report Out of Action Taken on Application for Reinstatement: AR#09-10/20

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

**6c** Report Out of Action Taken on Waiver of Expulsion - #WE09-10/5

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

**6d** Report Out of Action Taken on PE Exemption: WHS #10306926.

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

**6e** Report Out of Action Taken on Consider Release of Probationary Classified

Employee #UCL-136

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

**7. Approve Special Joint Meeting Minutes of October 27, 2009 and Regular Minutes of October 27, 2009.**

1-4

5-9

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

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

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

**9.1** Poet Christian School Site Update on Achievements & Activities

**9.2** Recognize the Outstanding Employees of the Fall Term for the 2009-2010 School Year

10

**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	<b>Administrative &amp; Business Services:</b> None.	Pg. No.
11.2	<b>Educational Services:</b>	
11.2.1	Receive Prevention Services Annual Report for 2008-2009 School Year	11-14
11.2.2	Receive SARB (School Attendance Review Board) Report	15-18
11.2.3	Receive District Discipline Review Board Year-End Report for the 2008-2009 School Year	19-28
12.	<b>PUBLIC HEARING:</b> None.	
13.	<b>Consent Items:</b> Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.	
	<b>Action:</b> Motion ___; Second __. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain __	
13.1	<b>Administrative &amp; Business Services:</b>	
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	29-30
13.1.2	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	31-32
13.1.3	Approve Assembly Vendors and Site Assembly Utilization Calendars	33-35
13.2	<b>Educational Services:</b>	
13.2.1	Approve Service Agreement for Kidpower to Provide a Parent Workshop on November 19 2009, at Jacobson Elementary School	36-41
13.2.2	Approve Agreement for Special Contract Services with Monterey County Office of Education for Ruth Miller to Provide Baldrige Training in Continuous Improvement and Coaching for North School and George Kelly School Administrators and Site Staff.	42-44
13.2.3	Approve Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to have Debbie Williams Provide Algebra Teacher Coaching	45-51
13.2.4	Approve Overnight Travel for Matt Netto, Barbara Ramirez, Matthew Testo, Jessica Crone, Justin Nool and Ian Nool to Attend the ACDA Central Region Honor Choir in Stockton, CA, November 19-21, 2009	52
13.2.5	Receive Annual Williams Report for the Fiscal Year 2009-10	53-58
13.3	<b>Human Resources:</b>	
13.3.1	Approve Classified, Certificated and/or Management Employment	59
14.	<b>Action Items:</b> Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	<b>Administrative &amp; Business Services:</b>	
14.1.1	Adopt Resolution No. 09-12, Authorizing and Defining Names to Sign Orders on School District Funds	60-63
	<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 California Virtual Education Partners, Inc. Charter School (CaVEP)

**64-73**

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

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

**74-80**

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

**14.3 Human Resources: None.**

**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 December 8, 2009**

**17.2 January 12, 2010**

**17.3 January 26, 2010**

**17.4 February 9, 2010**

**17.5 February 23, 2010**

**18. Upcoming Events:**

**18.1 November 11, 2009**

No School, Veteran's Day

**18.2 November 23-27, 2009**

No School, Thanksgiving Break

**18.3 December 21-January 1, 2010**

No School, Winter Break

**18.4 January 18, 2010**

No School, MLK Day

**18.5 February 8, 2010**

No School, Lincoln's Birthday

**18.6 February 15, 2010**

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  
Special Joint Meeting of the Governing Board  
For Tracy Unified School District  
And the Tracy City Council  
Held on Tuesday, October 27, 2009**

**6:03 PM:** President Guzman called the meeting to order and called role for the Tracy Unified School District Board of Education.

Mayor Ives called role for the Tracy City Council.

**Roll Call:** **TUSD Board:** G. Crandall, W. Gouveia, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.  
**TUSD Staff:** J. Franco, S. Harrison, C. Goodall, B. Etcheverry  
**City of Tracy:** Mayor Ives, S. Tucker, S. Abercrombie, E. Tolbert, M. Maciel  
**City Staff:** L. Churchill, M. Hurtado, R. Buchanan, D. Sodergren, K. Sharma C. Fleischman

**Employees Present:** F. Weinburg, B. Carter, A. Continente

**Press:** Record

**Visitors Present:**

**Items from the Audience:** None.

**Opening Comments:** Dr. Franco thanked staff who served on the committee. The agenda tonight is to talk about joint use opportunities and to discuss school bonds, Kimball High School and future and local bonds. There will be a time for discussion after the presentation. On January 20, 2009, the City Council tasked the City/Schools Liaison Committee with a joint use discussion. He then announced the committee members which were Rod Buchanan, Maria Hurtado, Michael Maciel, Bill Swenson, Kelly Lewis, Bonny Carter, Dr. Casey Goodall, Cindy Everhart and Linda Bauer and himself. They have met two times and reported back to the City/Schools Liaison Committee.

**Agenda Item 1:**

1. Present Status Report on Discussions Regarding Joint Development Opportunities Between the City of Tracy and the Tracy Unified School District at the Joint Workshop with the Tracy City Council and Tracy Unified School District (TUSD) Board of Trustees

Director of Facilities Planning, Bonny Carter, presented power point which included background on Measure S. The bond measure was for \$41.3 million and intended to match it with state funding and other sources. They have identified \$57 million in costs. The committee was tasked with exploring funding options.

The State could have provided funding through prop 1 D, which calls for the City providing a 25% match and agreement to run programs for 20 years for 20 hours a week. The school district must do the same and State can provide up to a 50% match. The state allocated all of their available funding in July, 2009, so there no longer is state joint use funds available, so that is no longer an option.

Director of Parks and Community Services, Rod Buchanan, presented the facilities at Kimball High School. There is a main gym, small gym and cafeteria. There is also a theater and stadium. The pool is a competition pool, although it is smaller than the West High pool. There are small multi-purpose rooms which are currently planned for a weight room, wrestling room and dance. There are also tennis courts, baseball fields and soccer fields. A number of these facilities are currently under construction. Tracy Unified has a high volume of requests therefore the committee decided to wait about a year to see what the actual demands would be. They will meet for summer activities and see what programs will be available. The City should be able to meet their pool use needs with what they have right now.

Trustee, James Vaughn, inquired about the fair share costs of the infrastructure for Kimball High. He believes that Tracy Unified was charged as a developer and not a public entity. He would like to know if there are two different scales. We did not add more students, they are just distributed differently. If possible, he would like to save the tax payers money, especially with the deep budget cuts that we are faced with.

City Engineer, Kul Sharma, commented that the school district and the city have a history of working together. In the past, developers basically paid for the infrastructure and the schools did not have to pay for anything except the on street improvements. Plan C has the same arrangement and the city worked with the school district and located the potential site for all of the schools and created the capacity. When Kimball was going to be built, it was not part of any development so there was no development phase and no infrastructure available. That is why the school district had to pay for all of the costs.

Trustee Vaughn asked if public entities are charged differently. He would like to go over the itemize list of the costs outside of this meeting.

City Manager, Leon Churchill, Jr. confirmed that there is not a different rate. There may be cities out there that do have different rates, but the City of Tracy does not.

Mayor Ives inquired if there was a signed agreement between the city and school district regarding the costs. The board must have authorized that agreement sometime in the past.

Trustee Lewis is more concerned with the cost of the water treatment plant expansion because we are not adding additional students.

Superintendent Franco commented that we could schedule another meeting set up within the next 3 weeks to discuss this issue.

Director of Parks and Community Services, Rod Buchanan, confirmed that right now they get enough use from Tracy High and West High pools. There may be a future demand. The Tracy High pool will be available this summer.

Associate Superintendent of Business Services, Dr. Casey Goodall, further reviewed the power point. West High and Kimball High will have the same type of stadium. Tracy High has an old stadium and track that is clay. There is a possibility to add more gym space at Tracy High for basketball and volleyball. The committee also talked about a gym at Monte Vista.

Due to the current economy, home prices have collapsed and measure bond sales have been postponed. It is not a practical time in the market to pursue right now.

The Tracy High stadium has a slope of the bleachers that is too steep which causes several other issues. A gym there could cost approximately \$10 million. A gym at Monte Vista that would be 12,000 to 18,000 square feet could cost approximately \$5.4 to \$8 million.

At the October 6, 2009, City Council meeting, they discussed doing a parcel tax fairly soon. It is not practical for Tracy Unified right now. Mayor Ives clarified that the city is "considering" it but no final decisions have been made.

City Manager, Leon Churchill, Jr. reported that the city currently had an emergency response training at Kimball High School. That project went so well that the principal would like teachers to get CERT training. These efforts would be federally funded. They are also looking at expanding safe routes to schools. One way is a Tracer Commuter route to Kimball High which will hopefully be in place by January. The city and school district applied for funding to place sidewalks from Redbridge to Kimball High. The cost would be \$402,000 for a 6-foot sidewalk along Lammers Road. The application was not accepted, but they will try again. They also have the development of community gardens, 3 of which are at or near schools. The 4<sup>th</sup> area is in downtown area at Central and 6<sup>th</sup> Street. They are continuing discussions on this with the Tracy High Ag Department and the Director of Main and Operations. Another great asset is the fiber optic network which they are looking at expanding.

Mayor Pro Tem, Suzanne Tucker is concerned about safe routes to school and feels that this is a critical project with high priority. She hopes the city and school district can work together to get this done.

Director of Facilities Planning, Bonny Carter, commented that they applied for funding in April, 2009, and found out that it was not accepted for funding. The total project was estimated at \$400,000 to build a 6-foot wide asphalt walkway

from south end of Kimball High to Redbridge Road for pedestrians and bicycles which would have been temporary. The distance is approximately .7 miles. The application can be resubmitted every April 15<sup>th</sup>.

Trustee Crandall inquired about where the students walk currently. Dr. Goodall reported that the district offers a bus Kelly to Kimball High.

Superintendent Franco feels this is a possible joint project that we could look into.

Kul Sharma commented that this competition is not county wide, it is state wide. He understands that the county did not get any funding for projects approved.

Mayor Ives would like to strategize the application so that we have the best possible chance of getting approved.

Trustee Vaughn would like to set up a subcommittee to explore impact fees and fair share costs for Kimball High infrastructure to at least look at the costs. Any of the funds that could be recouped or reduced would go back to the students. The district is faced with an extreme budget crisis and we need to do anything we can.

Superintendent Franco and Mayor Ives agreed that the City/Schools Liaison Committee would be the proper group to review the question of infrastructure costs and also obtaining the walkway. A report should then be given to the Board and the City Council. The next City/Schools Liaison meeting is scheduled for November 19<sup>th</sup>.

Trustee Hawkins stated that Tracy Unified and the City of Tracy have had joint meeting for some time now. Things have come up such as the gym and library when state funding was available. We move slowly and no action is taken. When funding does become available, instead of being a talking committee, he would like action taken. We have missed out on a library and probably a gym that could be used by our students.

President Guzman thanked the City Council and Mayor Ives and staff for coming to our special meeting.

**6:51 P.M.**  
**Adjournment.**

---

Clerk

Date

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, October 27, 2009**

- 4:30 PM:** President Guzman called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall (arrived late), W. Gouveia, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:06 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 on Findings of Facts: FF#09-10/16, 20, 21, 22, 23  
**Action:** Lewis, Hawkins. **Vote:** Yes-7; No-0.
- 6b** Report Out of Action Taken on Application for Reinstatement:  
AR#09-10/17, 18, 19  
**Action: Vote:** Yes-6; No-0; Absent-1(Crandall)
- 6c** Report Out of Action Taken on Application for Enrollment: AFE#09-10/3  
**Action: Vote:** Yes-6; No-0; Absent-1(Crandall)
- Employees Present:** F. Weinburg, J. Cardoza, B. Carter, L. Dopp, C. Domenichelli, N. Kettner, K. Thornton, R. Call, A. Contentiente, T. O'Hara, P. Hall
- Press:** None.
- Visitors Present:**
- Minutes:** **Approve Regular Minutes of October 13, 2009.**  
**Action:** Swenson, Crandall. **Vote:** Yes-7; No-0.
- Student Representative Reports:**
- Tracy High: Renata Guzman reported that they have been lucky with nice weather. The girls tennis team won the SJAA league title. They just finished homecoming week and seniors are busy applying for colleges. On November 7<sup>th</sup> is SATs. Girls Treat us only 2 weeks away. Drama is putting on Romeo and Juliet. They had a great homecoming and the theme was Brutis' Big Adventure. They are awaiting Dr. Franco's donut visit. The football team is undefeated and are currently 7-0. On Friday, they will play Bear Creek. Tracy High broke Lodi's 11 year streak of being undefeated.
- West High: Ashleigh Paul is not here tonight as she is playing in last volleyball game. Eunice Sala spoke for her. West has been preparing for homecoming and today is the first day of homecoming week. Tomorrow night is our rally which will be at the stadium. Friday will be our parade at 3:00 and football against staff.
- Kimball High: Aloukika Shah reported that Kimball very pro active in student

spirit. Students recently took the PSATs. During pathway seminar they had speakers which were very interesting. "A Mid Summer Night" rehearsals are starting. Clubs are busy and they have started a book drive to be sent to students in Africa. They also have the change for change program. In sports they have had a multitude of accomplishments. Their Halloween carnival was last Saturday and students received community service hours. The haunted house was a promising fundraiser. Kimball had various spirit days and the rally was great with lots of activities and performances.

Stein High: Nikki Rassmussen was not present due to illness.

**Recognition & Presentations:**

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

Williams was not present and will be rescheduled.

**Hearing of Delegations**

None.

**Information & Discussion Items:**

**11.1 Administrative & Business Services:**

Receive Report on State Budget

Associate Superintendent of Business Services, Dr. Casey Goodall, presented the latest video from school services. There are three dates to pay attention to. The start of the recession which was December, 2007; when it will hit bottom will be spring of 2010; and when economic activity will return will be 2015. He then reviewed the current budget reduction list. Trustee Lewis requested that we no longer take anonymous suggestions. He felt that people should have to put their name to it and it should not automatically go on the list. Trustee Swenson also commented that they should not advocate in private but come to public meetings to express their opinions. Trustee Gouveia would like to ask the unions to come up with solutions rather than advocacies.

**11.2 Educational Services:**

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

This item was moved up on the agenda

Teacher Consultants, Debbie Schneider, Tom O'Hara and Jane Baker spoke about the Great Valley Writing Project. The students have pen pals. High school students wrote to 3<sup>rd</sup> graders. Students took turns reading their letters that they wrote. Ms. Baker then presented a writing activity for the Board to participate in. A former West High student then read her speech.

**Public Hearing:** None.

- Consent Items:** **Action:** Lewis, Swenson. Vote: Yes-7; No-0.
- 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
- 13.2 Educational Services:**
- 13.2.1** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Report for Quarter Ending October 15, 2009
- 13.3 Human Resources:**
- 13.3.1** Approve Classified, Certificated and/or Management Employment
- 13.3.2** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
- 13.3.3** Ratify Agreement for Special Contract Services with Maxim Healthcare Services to Provide Nurses for Needed Nursing Services

- Action Items:**
- 14.1 Administrative & Business Services:**
- 14.1.1** Adopt Board Policy 1230 Community Support Organizations (Second Reading, Intent to Adopt)  
**Action:** Not adopted, will come back for another reading.  
Crandall, Lewis. **Vote:** Yes-7; No-0.
- 14.1.2** Adopt Revised Board Policy 3452 Student Activity Funds (Second Reading, Intent to Adopt)  
**Action:** Not adopted, will come back for another reading.  
Lewis, Swenson. **Vote:** Yes-7; No-0.
- 14.1.3** Approve the Facility Use Agreement for the Tracy Learning Center  
**Action:** Vaughn, Hawkins. **Vote:** Yes-7; No-0.
- 14.1.4** Authorize Associate Superintendent for Business Services to enter into Agreement for Linen/Uniform Services  
**Action:** Hawkins, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.5** Adopt Board Policy 5113 and Acknowledge Administrative Regulation 5113, Absences and Excuses (2<sup>nd</sup> Reading)  
**Action:** Not adopted, will come back for another reading.  
Lewis, Gouveia. **Vote:** Yes; No-0.

**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

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

**14.3 Human Resources:**

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

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

**14.3.2** Adopt Resolution 09-11 Authorizing Teachers to Teach Outside of Their Major/Minor

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

**Board Reports:**

Trustee Gouveia had the opportunity to walk around Tracy High and talked with some of the workers. The facility is coming along. Trustee Vaughn passed. Trustee Crandall has a 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> grader in the District. He has been planning for college and thanked Ms. Fell and Mr. Silva for assisting. He realizes that counselors are on the budget reduction list and he will fight to keep those positions. College night is Nov. 9<sup>th</sup> at Kimball High. The West High homecoming is this week and he congratulated his daughter for being the 10<sup>th</sup> grade princess. Edison High School had an opportunity to be ethical regarding a call at the last football game. It is not the school's fault. Trustee Hawkins passed. Trustee Lewis wanted to clarify that in the earlier joint meeting with the City of Tracy, someone said that because the board approved Kimball High expenses that it's a done deal. He feels that just because the Board paid it doesn't mean that they agree with it all. They did not want to hold up the building of the high school. Trustee Swenson had the opportunity to watch the Tracy High volleyball team be defeated by Lodi. It was good to see Tracy High come out on top at the Lincoln game. They have a nice facility. The board of managers for CIF had a meeting last week. Legal fees are on the rise due to parents hiring attorneys more often on eligibility issues. This past year legal fees were more than 800,000. Trustee Guzman reported that Tracy High girls' tennis team won their league title and broke Lodi's 11 year streak. His daughter is number one on the team. He also spent time at the Tracy High homecoming and helped with float. His daughter was the Sophomore princess. He watched the workers working on the cafeteria. The students seem to be flowing through the campus. Bill, Tom and Ted attended the charter meeting. He also thanked James for pursuing the cost issue with the City.

**Superintendent Report:**

Dr. Franco commented that even with the budget news, it's nice to hear about the good things that are going on in the school district. Homecoming at Tracy High went smoothly. Antonio did a great job on the field. Tonight we heard about the Great Valley Writing Project. The school plans are reviewed in small groups. If any of the Board members are interested in sitting in please call Bobbie and we can schedule you in. The Lawrence Livermore Lab will be coming back to the Grand Theater for Science on Saturday on Saturday, November 7<sup>th</sup> and 14<sup>th</sup> at

9:00 a.m. We received some direction in working with the City tonight regarding the infrastructure costs and sidewalk to Kimball. These topics will be discussed at the City/Schools Liaison meetings.

**8:48 P.M.**  
**Adjournment.**

---

Clerk

Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrision, Assistant Superintendent for Educational Services and  
Human Resources  
**DATE:** November 2, 2009  
**SUBJECT:** **Recognize the Outstanding Employees of the Fall Term for the 2009-10 School Year**

**BACKGROUND:** Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of one administrator, one classified/confidential representative, two certificated representatives and two classified representative review the nominations and make the selections. This is the 26th year the District has been recognizing outstanding employees.

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

This agenda item meets Strategic Goal #7 - Educational Leadership.

**FUNDING:** N/A

**RECOMMENDATION:** Recognize Patty Crivello (K-5), Rosa Muzzi and Sandra Bowman (6-8 Team), and Tinoush Shahhosseini (9-12) as Outstanding Classified Employees; Michelle Lewis (K-5), Megan Wright (6-8), and Julie Gard (9-12) as Outstanding Certificated Employees; and Bonnie Carter as Outstanding Classified Management Employee for the Fall Term of the 2009-10 school year.

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~JK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 30, 2009  
**SUBJECT:** Receive Prevention Services Annual Report for 2008-2009 School Year.

**BACKGROUND:** The Prevention Services Office coordinates the District's Student Assistance Program (SAP) which includes prevention and intervention programs, resource and referral services, implementation of approved curriculum and counseling intervention programs.

**RATIONALE:** Students referred to Prevention Services are considered at-risk for academic failure. The Student Assistance Program monitors four potential barriers to learning: academic, attendance, behavior and health. SAP is offered to all school sites for students in grades K-12. SAP is a mid-range intervention program that assesses existing interventions, develops action plans for each student and makes referrals for students and their families to district or community-based services. The SAP team monitors the progress and effectiveness of each referral. This supports Strategic Goal #4 – Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** There is no additional fee for the Student Assistant Program. Prevention Services Office is funded through Federal Safe & Drug Free Schools and Communities (Title IV) funds. Counseling services are funded through the School Safety Fund.

**RECOMMENDATION:** Receive Prevention Services Annual Report for 2008-2009 School Year.

*JK* Prepared by: Joan E. Stone, Coordinator Prevention Services Office

## PREVENTION SERVICES OFFICE

### Annual Report 2008/2009

The Prevention Services Office coordinates the **Safe & Drug Free Schools & Community** categorical programs for Tracy Unified School District. Services offered through the department include the Student Assistant Program (SAP), staff training, peer education, conflict management, counseling, prevention & intervention services, gang awareness and intervention, referral resources and partnership with community agencies.

Federal and State funding support the following prevention and intervention programs:

- **Safe & Drug Free Schools and Communities** (Title IV), a Federal entitlement program authorized under No Child Left Behind. The Safe & Drug Free program supports grades K-12 and provides funds for research-based curriculum and strategies for prevention and intervention.
- **Tobacco Use Prevention Education (TUPE)**, an entitlement program for grades 4-8 funded through the California Department of Education. The goal of TUPE is to prevent the onset and/or initiation of tobacco use among our youth.  
\*2008/2009 is the last year the TUPE funds will be available.

#### **Counseling & Intervention Services:**

- **Mandatory Substance Abuse Counseling:** Required for students charged with a first time alcohol or drug violation. Students attend a 6-week program.
- **Anger Management Counseling:** Assigned to students charged with fighting or violence through DRB. Students referred to anger management must complete a 6-week, Level I intervention program.
- **Gang Intervention Counseling:** An 8-week gang intervention counseling program provided for students identified as gang involved. Site-level gang intervention services are also offered on high school and middle school campuses. Our gang-intervention specialist provides 1-1 intervention for students referred by administration.
- **Conflict Management Training:** offered to school sites on a voluntary basis. Students (grades 3-12) are trained in mediation techniques and serve as peer helpers on their respective campuses. Over 150 students were trained during 08/09. High School students assist in training younger students.
- **Peer Educators:** high school students speak to their peers and younger students about issues related to conflict management, drug/alcohol/tobacco use and abuse and pregnancy prevention.
- **Student Assistant Program (SAP):** an intervention program for students at risk of failure. SAP is designed to identify the barriers to learning by assessing four major areas: Health, Academics, Attendance and Behavior. SAP has been integrated into student IEP/SST meetings as well as site-based attendance and disciplinary hearings. The goal of SAP is to intervene early and effectively.

The Prevention Services Office serves as a resource for staff and families seeking outside services for health, mental health, alcohol and drug treatment and counseling services. Local resource information is updated annually. The District continues to serve as a link between families and the community.

Staff training for Too Good For Drugs (K-2) and Life Skills (3-9) curriculum was conducted for designated staff during the 08/09 school year. Districts are required to implement research-based, validated programs under No Child Left Behind. Site-level documentation forms are collected at the end of each school year.

**Mandatory Substance Abuse Counseling:**

**Total Students Referred during 08/09: 131**  
**109 High School Students**  
**22 Middle School Students**

Middle School: Alcohol: 0 Drug: 22
--

High School: Alcohol: 21 Drugs: 88
--

2004-2005	2005-2006	2006/2007	2007/2008	2008/2009
Referrals: 114	Referrals: 95	Referrals: 98	Referrals: 72	Referrals: 131
Middle School: Drug - 12 Alcohol - 6	Middle School: Drug - 6 Alcohol - 1	Middle School: Drug - 3 Alcohol - 16	Middle School: Drug - 16 Alcohol - 10	Middle School: Drug - 22 Alcohol: 0
High School: Drug - 72 Alcohol - 24	High School: Drug - 62 Alcohol - 26	High School: Drug - 50 Alcohol - 3	High School: Drug: 29 Alcohol - 17	High School: Drug: 88 Alcohol: 21

There was a substantial increase in drug offenses for high school students during the 08/09 school year. This increase is of concern to our district and we have been meeting with our Advisory Committee Members, School Resource Officers and community partners to address the increase in illegal substances coming into our community. Middle school students also had a slight increase in drug offenses but no alcohol offenses this year. We will be scheduling drug identification and informational trainings for staff during the 09/10 school year.

### Anger Management Counseling: 2008-2009

<b>Total Referrals: 45</b>
Elementary School: 1
Middle School: 11
High School: 33

2004-2005	2005-2006	2006/2007	2007/2008	2008/2009
Referrals: 79	Referrals: 52	Referrals: 66	Referrals: 39	Referrals: 45
Middle School: 27	Middle School: 33	Middle School: 13	Elementary: 2	Elementary: 1
High School 52	High School 19	High School: 53	Middle School: 9	Middle: 11
			High School: 28	High Sch: 33

### Gang Awareness & Intervention Counseling:

<b>Total Referrals: 30</b>
Middle School: 8
High School: 22

**2007/2008: Gang Counseling Referrals: 43      2008/2009 Gang Counseling Referrals: 30**

**A total of 206 students were referred for specialized, mandatory counseling during the 08/09 school year. \*\*154 Students were referred during the 07/08 school year.**

Goals for 2009/2010:

- Continued staff training and implementation of Too Good For Drugs (K-2) and Life Skills (3-9).
- Continued expansion of gang awareness and intervention services on high school and middle school campuses.
- Expansion of conflict management on more campuses
- Ongoing collaboration and partnership with community-based agencies.
- Expansion of Student Services Advisory Committee with an emphasis on parent and student involvement.
- Increased parent outreach regarding alcohol/drug use and gang prevention.
- Expansion of the Student Assistant Program (SAP) for students at risk of failure.
- Staff training in identification of substance abuse signs and symptoms.
- Staff training in gang awareness and knowledge of the referral system.
- Staff training in new California Child Abuse Mandated Reporter Laws.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 27, 2009  
**SUBJECT:** Receive SARB (School Attendance Review Board) Report

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

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

**FUNDING:** Not applicable

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

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

To: Paul E. Hall  
From: Mike Kinakin, SARB Chairman  
Subject: SARB 2008-09 End of the Year Report  
Date: May 29, 2009

---

SARB Committee:

Chairman: Mike Kinakin  
Truancy: R.G. Fagin/Dana Langland  
Health Services: Cindy Edmiston  
Prevention Services: Joan Stone  
STEPS/DR: Ann Herrington

The following represents the findings by the SARB committee and the statistics representing students serviced throughout the 2008-2009 School Year.

RECOMMENDATIONS:

1. Revise and improve SART program to provide early intervention to truants and provide them with early entry to available alternative programs.
2. Implement the Student Assistance Program in cooperation with Student Services.
3. Meet with the Tracy Police Department on a quarterly basis to encourage the promotion of street officers to identify and pick-up student's off-campus during school time and deliver them to the appropriate school campus.
4. Meet with Middle and Elementary School staff on a scheduled basis to identify and implement attendance procedures per the SARB handbook.
5. Become aggressive in areas of mandated costs.
6. Continue to implement ways to increase A.D.A. (i.e., Tracy High).
7. Make more concentrated effort to locate students that are not enrolled in school.
8. Accomplish all of the goals that we set out to achieve.

The above recommendations are based on many years of experience serving as School Attendance Review Board Chairman. The recommendations are based on Truancy staff and sites taking the responsibility to implement them. They closely follow the goals of early intervention; efficient use of time and making attendance a priority. There have been positive aspects to the year but at this time we need to review our processes, goals and responsibilities of individuals to achieve the district goals.

<b>STATISTICS</b>	<b>2005/2006</b>	<b>2006/2007</b>	<b>2007/2008</b>	<b>2008/2009</b>
Court Cases	6	10	14	10
Number of SARB Hearings	160	161	222	198
Families Attending SARB	50	73	77	77
Families Not Attending SARB	110	88	145	121
County School Assignments	58	47	34	56
Willow School Assignments	12	15	15	20
Scheduled SARB Meetings @ TPD	50	73	77	91

<b>SARB HEARINGS BY SCHOOL SITE</b>	<b>2005/2006</b>	<b>2006/2007</b>	<b>2007/2008</b>	<b>2008/2009</b>
Bohn	0	0	0	0
Central	3	2	2	0
Delta Island	0	0	1	1
Freiler	6	0	2	7
Hirsch	0	0	0	0
Jacobson	0	0	1	0
Kelly	0	0	0	0
McKinley	4	1	3	0
North	5	2	5	0
Poet Christian	0	0	0	1
South	0	0	3	0
West Park	0	0	0	0
Villalovoz	0	0	0	0
Monte Vista	10	3	5	2
Williams	3	4	4	1
Stein	0	0	7	7
Tracy / Excel	39	39	77	77
West / Success	72	83	90	85
Duncan Russell	5	5	1	1
Other	7	19	21	16

<b>ADA PERCENTAGES BY SCHOOL</b>	<b>2006/2007</b>	<b>2007/2008</b>	<b>2008/2009</b>	<b>+/-</b>
Bohn	95.84%	95.60%	96.07%	0.47
Central	93.78%	94.28%	95.01%	0.73
Delta Island	94.71%	95.46%	95.07%	-0.39
Freiler	95.94%	96.22%	96.52%	0.30
Hirsch	96.14%	96.28%	96.82%	0.54
Jacobson	94.18	95.14	94.99	-.15
Kelly	95.26	96.11	96.07	-.04
McKinley	94.76	95.21	95.01	-.20
North	93.66	94.33	95.17	.84
Poet Christian	95.19	95.98	96.77	.79
South/ West Park	95.46	95.93	96.0	.07
West Park ( See Above)	0.00%	0.00%	0.00%	0.00
Villalovoz	95.93	96.01	96.70	.69
Monte Vista	93.95	94.12	95.26	1.14
Williams	95.55	95.67	95.90	.23
Stein	0.00%	0.00%	0.00%	0.00
Tracy / Excel	93.17	94.75	100.00	0.00
West / Success	94.52	94.67	93.61	-.96
Duncan Russell	0.00%	0.00%	0.00%	0.00
Other	0.00%	0.00%	0.00%	0.00

**13 Schools have an ADA of 95% and Above**

**8 Schools have an ADA of 96 % and above.**

**10 parents were cited into court under PC. 272 or E.C. 48293 with all being found guilty or warrants for arrest being issued.**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 27, 2009  
**SUBJECT:** Receive District Discipline Review Board Year-End Report for the 2008-2009 School Year

**BACKGROUND:** As requested by Trustees in previous years, attached please find a year-end report on the student discipline cases handled by the District Discipline Review Board during the 2008-2009 school year and a copy of the 2007-2008 report for comparison.

**RATIONALE:** The expulsion cases are broken down by the school in which they occurred and the subsection violations (a) through (r) of Education Code 48900; 48915 (a-1) through (c-5) and 48900.2 through 48900.7. Many of the cases referred to the District Discipline Review Board involved more than one violation of the Education Code. However, the statistics outlined in the report indicate the major reason for the student's recommended expulsion.

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

**FUNDING:** No cost

**RECOMMENDATION:** Receive District Discipline Review Board Year-End Report for the 2008-2009 School Year

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

## 2008-2009 YEAR-END SUMMARY REPORT

1. The District Disciplinary Review Board handled a total of 128 expulsion cases during the 2008-2009 school year. The school breakdown is as follows:

<u>School</u>	<u>Number of Expulsions</u>
Central Elementary	6
Art Freiler Elementary	1
George Kelly Elementary (K-8)	3
Wanda Hirsch Elementary	1
North Elementary (K-8)	3
Gladys Poet-Christian Elementary (K-8)	1
South/West Park Elementary	1
Villalovoz Elementary	2
Monte Vista Middle School	11
Williams Middle School	9
Stein High School	7
Duncan-Russell High School	1
Tracy High School	24
West High School	58

2. The Board of Trustees dealt with a total of **128** expulsion cases this school year as compared to **180** last school year. This is a decrease of **52** expulsion cases.
3. Of the 128 students who were recommended for expulsion during the 2008-2009 school year :
  - \* 32 of the students were allowed to remain in school on probation.
  - \* 4 of these students violated one or more conditions of their probation and were subsequently expelled from school.
5. There were one hundred (100) applications for reinstatement.
  - \* Of the 100 applications, 83 students completed the conditions of their expulsion order and were allowed to return to an appropriate program within the Tracy Unified School District.
  - \* Of the 83 students allowed to return to the District, 13 students violated a subsection of Education Code 48900 and were subsequently expelled again.

**DISTRICT DISCIPLINARY REVIEW BOARD  
YEAR END REPORT 2008-2009  
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

ED. CODE	THS	WHS	STEIN	DR	MVMS	WMS	CE	FRE	KELLY	HE	NE	POET	S/WP	VE	TOTAL
<b>48900</b>															
(a-1)	2	10	1		3					1					17
(a-2)	7	17			2	2	1				1				30
(b)							1								1
(c)	2	8							1						11
(d)															
(e)															
(f)	2	2													4
(g)		1			1	1									3
(h)															
(i)															
(j)															
(k)*	2	5	2		3	2									14
(l)															
(m)															
(n)															
(o)															
(p)															
(q)															
(r)															
<b>TOTAL</b>	15	43	3		9	5	2		1	1	1				80
<b>48915 &amp; 48900.2-.7</b>	9	15	4	1	2	4	4	1	2		2	1	1	2	48
<b>TOTAL</b>	24	58	7	1	11	9	6	1	3	1	3	1	1	2	128

Abbreviations:

THS/Tracy High; WHS/West High; DR/Duncan-Russell; MVMS/Monte Vista; WMS/Williams; CE/Central; FRE/Freiler; HE/Hirsch; NE/North; S/WP/South-West Park; VE/Villalovoz.

\* Of the 14 subsection (k) offenses 6 were for Probation II (failure to complete substance abuse counseling).

**DISTRICT DISCIPLINARY REVIEW BOARD  
YEAR END REPORT 2008-2009  
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

ED. CODE	THS	WHS	STEIN	DR	MVMS	WMS	CE	FRE	KELLY	HE	NE	POET	S/WP	VE	TOTAL
<b>48915</b>															
(a)(1)		1										1			2
(a)(2)	5	6	4	1	2	3	3				1		1	1	27
(a)(4)															
(a)(5)	1	2													3
(c)(1)															
(c)(2)							1	1	1					1	4
(c)(3)	2	3				1			1						7
(c)(4)		1													1
(c)(5)															
48900.2		2									1				3
48900.3															
48900.4	1														1
48900.7															
<b>TOTAL</b>	9	15	4	1	2	4	4	1	2	0	2	1	1	2	48

Abbreviations:

THS/Tracy High; WHS/West High; DR/Duncan-Russell; MVMS/Monte Vista; WMS/Williams; CE/Central; FRE/Freiler; HE/Hirsch; NE/North; S/WP/South-West Park; VE/Villalovoz.

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

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

CALIFORNIA CODES  
EDUCATION CODE  
SECTION 48900-48927

**48900.** A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stolen or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

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

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

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

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

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

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

48900.2. In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

48900.3. In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

48900.4. In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

**48900.7.** (a) In addition to the reasons specified in Sections **48900**, **48900.2**, **48900.3**, and **48900.4**, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

48915. (a) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent finds that expulsion is inappropriate, due to the particular circumstance:

(1) Causing serious physical injury to another person, except in self-defense.

(2) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(3) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(4) Robbery or extortion.

(5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(b) Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board may order a pupil expelled upon finding that the pupil committed an act listed in subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

**TRACY UNIFIED SCHOOL DISTRICT**

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

	98-99	99-00	00-01	01-02	02-03	03-04	04-05	05-06	06-07	07-08	08-09
<b>Number of Students</b>	31	22	24	20	22	45	30	27	48	27	21

**TRACY UNIFIED SCHOOL DISTRICT**

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

	03-04	04-05	05-06	06-07	07-08	08-09
<b>Number of Students</b>	52	84	68	53	45	110

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *Casey* Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 30, 2009  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

1. Tracy Unified School District: From: MCI/Los Cabos Quality Mexican Foods. The donation is in the amount of \$600.00. This donation includes 24 - \$25.00 gift cards from Target to be used to purchase items to update the kitchens.
2. Tracy Unified School District: From: Food Concepts, Inc. (Schwan's). The donation has a value of \$490.00. This donation includes one Schwan's Freschetta Pizza Oven.

**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.



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *cgld* Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 30, 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: Geosphere Consultants, Inc.  
Site: McKinley Elementary  
Item: Proposal Agreement  
Services: Consultant to provide a geological hazards report and a geotechnical engineering field study for the McKinley modernization project.  
Cost: \$12,850.00  
Project Funding: Measure S Bond Funds

---

B. Vendor: Geosphere Consultants, Inc.  
Site: Monte Vista Middle School  
Item: Proposal Agreement  
Services: Consultant to provide a geological hazards report and a geotechnical engineering field study for the Monte Vista project.  
Cost: \$12,850.00  
Project Funding: Measure S Bond Funds

---



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent  
**From:** *grob* C. Goodall, Assistant Superintendent for Business  
**Date:** October 28, 2009  
**SUBJECT:** Approve Assembly Vendors and Site Assembly Utilization Calendars

**Background:** To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

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

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

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

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

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

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

Board Approved	Vendor	Insurance Expires
8/28/07	Academic Entertainment Timothy Busfield 916 442 5635	12/10/2009
1/22/08	Kaiser Permanente, Dean Starnes, 510-987-2223, dean.starnes@kp.org, www.kp.org/etp, Secrets Performance, Nightmare on Puberty Street	1/1/2010
8/25/09	Soul Shoppe, Vicki Abadesco, 415.333.9347, info@soulshoppe.com	2/1/2010
10/9/07	Percussion Discussion Ken Bergmann's 925-755-3786 percuss@pacbell.net	2/26/2010
8/25/09	Intermission Productions, Sheryl Madison, 839-9333, sher.ipmascots@yahoo.com, www.intermissionproductions.com. Haunted Houses must be pre-approved by Bob Corsaro	3/20/2010
4/28/09	Color Me Mine, Angie Long , 834.8910, tracy@colormemine.com, www.tracy.colormemine.com	4/4/2010
6/10/2008	Aaron's Staff - Abe Lincoln Assemblies, Kevin Weinert, 925-679-8624, aaronstaff@sbcglobal.net	4/25/2010
2/12/08	Sparkles the Clown, 835-8383, www.sparklesdelight.com	5/1/2010
2/12/08	Ravioli the Clown, Denis Martinez, 835.3535, www.raviolitheclown.com	5/1/2010
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2010
5/16/09	Marquis Entertainment - DJ Service, Marquis - 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	6/7/2010
2/12/2008	Storyteller - Linda Gorham, 630.851.9415, lgorham2@aol.com	7/15/2010
10/9/07	Prismatic Magic - Christopher Volpe -973-283-9006 chris@prismaticmagic.com	7/16/2010

Board Approved	Vendor	Insurance Expires
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha, 800.255.0084, www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2010
8/28/2007	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	8/28/2010
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	<b>Indemnification approved, Tier 1</b>
10/9/07	McDonalds Tammi Beck 916-962-1982	<b>NO Charge, Tier 1</b>
10/9/07	NASA Karin Costa 650-604-6077	<b>NO Charge, Tier 1</b>
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	<b>NO Charge, Tier 1</b>
10/9/07	Sandia Labs Simone Williams 925-294-2609 srwilli@sandia.gov	<b>NO Charge, Tier 1</b>
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	<b>NO Charge, Tier 1</b>
4/28/09	District 5 Dairy Princess, 639-1715	<b>NO Charge, Tier 1</b>
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523. www.getrealbehindthewheel.org	<b>NO Charge, Tier 1</b>
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	<b>NO Charge, Tier 1</b>
10/13/09	Tailspin Productions - Terry Ruiz, 925.413.0979, 830.9510, terry@tailspinevents.com, www.tailspinevents.com	8/4/2010
<b>FOOD VENDORS:</b>		
Texas Roadhouse	Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2009
De Vinci's Delicatessen	Mike - 27 W 10th St - 835.6751	8/15/2010
Famous Dave's BBQ	Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2010



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** October 21, 2009  
**SUBJECT:** Approve Service Agreement for Kidpower To Provide a Parent Workshop on November 19, 2009 at Jacobson Elementary School

**BACKGROUND:** As part of our school plan evaluation this year, staff and School Site Council determined that there is a critical need to help our students feel safe. The discussions were based on parent comments during conferences, at parent club meetings, and Student Study/Success Team meetings. Students facing stressful situations need strategies to better understand their emotions and feelings and help them feel that they are not alone. This adults-only Kidpower parent workshop will provide adults with tips and skills to help children learn ways to be safe with people – strangers and those they know. The active session focuses on solutions rather than on problems. They will introduce ways to help children show awareness, calm, and confidence, use effective stranger safety habits, set boundaries with adults and others they know, and get help from adults they trust. Kidpower is designed to build confidence and reduce fear and anxiety.

**RATIONALE:** This program is not only welcomed but would be greatly appreciated. This workshop will help to provide our students with strategies that will help them be safe and feel safe. This workshop will also help to inform parents on how to help their children and will reinforce safety strategies. A textbook will be provided for each participant as well as childcare for all attendees. Kidpower wrote a grant to fund this training. We truly appreciate Kidpower's commitment to helping others and providing this very important training. Helping our parents help their children supports Goal #5 of our School Plan – To encourage parent involvement and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. The Kidpower workshop also supports District Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning and Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** There is no cost to the District. The \$850.00 cost of the training and \$150.00 in materials will be paid by a Tracy Wal-Mart funded grant.

**RECOMMENDATION:** Approve Service Agreement for Kidpower To Provide a Parent Workshop on November 19, 2009 at Jacobson Elementary School.

**Prepared by:** Cindy Sasser, Principal, Jacobson Elementary School

Dear Jacobson Parents,

Kidpower is a nonprofit with a twenty-year history of helping people of all ages and abilities learn skills to be safe with people.

Along with many other people around the world, we have been truly saddened by the news of Jacobson student Sandra Cantu's death earlier this year. On behalf of all of all of us at Kidpower to the entire Jacobson community, we extend our deepest condolences.

As the community looks ahead with a focus on healing and on helping children feel safe, we at Kidpower are honored to do what we can to support that process. Your principal, Cindy Sasser, has talked with us a great deal about the school's commitment to helping the children and their families regain a sense of safety and confidence.

Together, we have planned a Kidpower Parent Workshop exclusively for Jacobson parents, teachers, and other supporting adults for **Thursday, November 19 from 6:30 to 8:30 PM**. This workshop is FREE, thanks to a grant from Wal-Mart in Tracy. The Tracy Wal-Mart store shares this commitment to supporting the safety and well-being of Jacobson families, and we are grateful for their support.

This adults-only Kidpower Parent Workshop will give adults tips and skills to help children learn ways be safe with people -- strangers and also people they know. This active session, which focuses on solutions rather than on problems, will introduce ways to help children:

- Show awareness, calm, and confidence
- Use effective stranger safety habits
- Set boundaries with adults and others they know
- Move away from possible problems as early as possible
- Get help from adults they trust

Kidpower is designed to build confidence and reduce fear and anxiety. It is endorsed by educators, law enforcement, and health care professionals for being physically and emotionally safe, age-appropriate, and effective. You can read more about Kidpower at [www.kidpower.org](http://www.kidpower.org), where you can also visit our library of free articles and podcasts.

We look forward to sharing Kidpower skills and concepts with Jacobson parents, teachers, and caregivers, and we hope every one of you can join our workshop. Please do not hesitate to contact us at [safety@kidpower.org](mailto:safety@kidpower.org) or at (800) 467-6997 ext. 1# with any questions.

With warm regards,

*Irene van der Zande*

Irene van der Zande  
Executive Director/Co-Founder  
California Services

Erika Leonard  
Program Manager for



CENTRAL OFFICE, P.O. BOX 1212, SANTA CRUZ CA 95061  
Tel (800) 467-6997 Fax (831) 426-4480 [kidpower.org](http://kidpower.org)



SCOTTSDALE INSURANCE COMPANY<sup>®</sup>

CHANGE ENDORSEMENT NO. 1

Policy No. CLS1541237 Effective Date 11/13/2008  
12:01 A.M. Standard Time  
Named Insured: KIDPOWER, TEENPOWER, FULLPOWER Agent No. 04-0029

<b>COVERAGE PART INFORMATION</b> - Coverage parts affected by this change as indicated by "X" below	
<input type="checkbox"/>	Commercial Property
<input checked="" type="checkbox"/>	Commercial General Liability
<input type="checkbox"/>	Commercial Crime
<input type="checkbox"/>	Commercial Inland Marine
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<b>CHANGE DESCRIPTION</b>	
IN CONSIDERATION OF THE ADDITIONAL PREMIUM CHARGED, IT IS HEREBY AGREED THE FOLLOWING IS NAMED ADDITIONAL INSURED PER FORM CG2010 (07/04) ATTACHED	
<b>PREMIUM CHANGE</b>	
_____	Return \$ _____

*[Signature]* / 12/10/2008-MYV-BMF  
AUTHORIZED REPRESENTATIVE DATE

UTS-244L (6-92)

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 12/10/2008	
<b>PRODUCER</b> BURNS & WILCOX INSURANCE SERVICES, INC. 9370 CHESAPEAKE DRIVE, SUITE 200 SAN DIEGO, CA 92123			<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>		
<b>INSURED</b> KIDPOWER, TEENPOWER, FULLPOWER INTERNATIONAL PO BOX 1212 SANTA CRUZ, CA 95081			<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A SCOTTSDALE INSURANCE COMPANY COMPANY B COMPANY C COMPANY D		
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT.	CLS1541237	10/25/2008	10/25/2008	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>BARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> THE PROPRIETOR, PARTNER, EXECUTIVE OFFICERS ARE <input type="checkbox"/> INC. <input type="checkbox"/> EXCL.				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION *10 DAYS FOR NON-PAYMENT</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE <i>T. Thompson</i>		
BWSB 25 (08/2008)			© 2008 CROWE SOFTWARE		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
	215 BAYONA DR SANTA CRUZ, CA 95060
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** October 26, 2009  
**SUBJECT:** **Approve Agreement for Special Contract Services with Monterey County Office of Education for Ruth Miller to Provide Baldrige Training in Continuous Improvement and Coaching for North School and George Kelly School Administrators and Site Staff.**

**BACKGROUND:** Ruth Miller, is a former Director of the Baldrige in Education Center, and is an evaluator and trainer for the Baldrige National Quality Award Program. Ms. Miller is the Director of School and District Support at the Monterey County Office of Education. Ms. Miller will continue her work with North School and Kelly School site staff this year focusing on continuous improvement principles. This coaching will assist site administrators and staff to effectively apply continuous improvement techniques to meet District and school site goals.

**RATIONALE:** The Baldrige Criteria provides a valuable framework to assess performance on a wide range of key indicators, including student learning, stakeholder satisfaction, budgetary results, faculty and staff performance, and operational outcomes. Through the use of continuous improvement principles, site administrators and staff will receive staff development and coaching on the use of blue print standards, data analysis and leadership team coaching strategies to help these schools reach their annual yearly program goals.

This agenda item meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** The total fee, not to exceed \$7,000, will be paid with site EIA and Title I funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Monterey County Office of Education for Ruth Miller to Provide Baldrige Training in Continuous Improvement and Coaching for North School and George Kelly School Administrators and Site Staff.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Monterey County Office of Education, 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: Ruth Miller, Director of School and District Support at the Monterey County Office of Education will provide Continuous Improvement Coaching for North School and George Kelly School Administrators and Site Staff.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 7 **HOURS**(DAY(S)) (circle one), under the terms of this agreement at the following location District Office and School Sites, including planning and travel.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$1,000.00 per **HOUR**(DAY/FLAT RATE) (circle one), not to exceed a total of \$ 7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS; [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on **November 11, 2009**, and shall terminate on **June 30, 2010**.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Linda Boragno-Dopp at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

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

\_\_\_\_\_  
Date

Dr. Casey J. Goodall  
Associate Superintendent of Business Services  
Title

01-7090-0-1110-1000-5800-260-4804 (North School Site EIA)  
01-7090-0-1110-1000-5800-340-3504 (George Kelly School Site EIA)  
Account Number to be Charged

Fred Medina, Principal, North School  
Khushwinder Gill, Principal, George Kelly School  
Department/Site Approval

Linda Boragno-Dopp  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
and Human Resources  
**DATE:** October 28, 2009  
**SUBJECT:** **Approve Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to have Debbie Williams Provide Algebra Teacher Coaching.**

**BACKGROUND:** Board approval is requested to contract with Debbie Williams of the San Joaquin County Office of Education (SJCOE) to provide individualized coaching to 17 identified Algebra teachers from November 12, 2009 through March 10, 2010 for a total of 23 days of coaching.

**RATIONALE:** This coaching directly relates to the District goal that 57% or more of all students will demonstrate grade level/subject matter proficiency by training teachers on Algebra assessment information and appropriate instructional strategies targeted for one of the District's underachieving subgroups. This agenda item supports Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** Funding for this contract is to be paid with Math and Reading Professional Development Program funds (RS0296). This contract shall not exceed \$17,250.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to have Debbie Williams Provide Algebra Teacher Coaching.

**Prepared by:** Janice A. Bussey, Director of Staff Development.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education (SJCOE), 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: Debbie Williams, SJCOE, will provide individualized Algebra teacher coaching to 17 identified Algebra teachers from November through March 2010 for a total of 23 days.
2. Contractor will provide the ~~above services(s)~~, as outlined in Paragraph 1, for a period of up to a total of 23 ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location various Tracy Unified School site locations.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 17,250.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$                     . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$                      for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 12, 2009, and shall terminate on March 10, 2010.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Janice Bussey at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
 Consultant Signature (1)

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

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

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

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

\_\_\_\_\_  
 Date Approved by the Board

**Send all copies to the Business Office:**

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



## SAN JOAQUIN COUNTY OFFICE OF EDUCATION

### MEMORANDUM OF UNDERSTANDING

This Agreement by and between the San Joaquin County Office of Education, Mathematics Department, and Tracy Unified School District to provide coaching/consulting services for the mathematics teachers from Tracy Unified School District. The two parties, SJCOE and Tracy Unified School District mutually agree to the following:

#### I. CONSULTANT AND/OR SERVICES DEFINED

This Agreement calls for SJCOE to provide consultant and coaching services to Tracy Unified School District.

#### II. TERM OF AGREEMENT

Services to be delivered on a schedule as determined and approved by Debbie Williams (SJCOE Mathematics Department) and Janice Bussey (TUSD) or designee. Services on behalf of Tracy Unified School District will be coaching for up to **23 days (twenty-three) at \$750 per day**. Total services are **not to exceed \$17,250.00**. Services will start in November 2009. Cancellation may be made by advanced notice by either party. SJCOE Mathematics Department will be compensated for services rendered up to the date of cancellation.

#### III. COMPENSATION

For services provided by SJCOE Mathematics Department, Tracy Unified School District will pay SJCOE Mathematics Department the sum of **\$17,250.00 for 23 days of coaching**.

Payment to SJCOE Mathematics Department by Tracy Unified School District for these services will be made upon receipt of invoice for service.

#### IV. CERTIFICATION OF NON-EMPLOYEE STATUS:

- A. SJCOE/Mathematics Department certifies that at all times the consultant/SJCOE is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School Districts agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.
- B. Tracy Unified School District agrees to make no claim against the County Office of Education for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that Tracy Unified School District is not entitled to any such benefits.

Janice Bussey  
Janice Bussey  
Director Staff Development/Tracy USD  
1875 W. Lowell Ave, Tracy, CA 95376

10/20/09  
DATE

Satinder Singh  
Satinder Singh  
Director of Mathematics/SJCOE  
P.O. Box 213030, Stockton, CA 95213-9030

10/9/09  
DATE

Mary Joann Starr  
MARY JOANN (MAMIE) STARR  
Contracting Officer, SJCOE  
P.O. Box 213030, Stockton, CA 95213-9030

10/13/09  
DATE

# DEBBIE M. WILLIAMS

1010 W PALOMA AVENUE • STOCKTON, CALIFORNIA 95209-3005 • PHONE (209) 472-9169  
FAX (209) 472-9169 • M-DWILLIAMS@COMCAST.NET • CELL (209) 969-2333

---

## EDUCATION

- 2002      **M.A. Education, Curriculum and Instruction**  
California State University, Sacramento
- 1990      **B.A. Mathematics, Psychology minor**  
California State University, Fresno

## CREDENTIALS & CERTIFICATES

- 2007      **Preliminary Administrative Services Credential**  
California State University, Stanislaus
- 1993      **Clear, Crosscultural, Language and Academic Development  
(CLAD) Certificate**  
Lincoln Unified School District, Stockton
- 1991      **Professional, Clear Single Subject Credential, Mathematics**  
California State University, Fresno

## PROFESSIONAL EXPERIENCE

2007-Present      **Mathematics Coordinator**  
Education Services, San Joaquin County Office of Education

- Mentor elementary, middle school, and alternative education math teachers using collaborative lesson study, lesson demonstrations, and coaching support.
- Design and implement professional development sessions for SB 472 follow up, San Joaquin County Office of Education Alternative Programs, the California Math and Science Partnership grant, and the After-School Math and Science program.
- Facilitate SB 472 Professional Development Institutes in Mathematics.

2005–2007      **Math Resource Teacher**  
Curriculum Department, Lodi Unified School District

- Mentored elementary and middle school math teachers through the use of collaborative lesson/unit planning, lesson demonstrations, and reflective conversations.
- Designed and implemented professional development sessions to deepen teachers' understanding of mathematical content and research-based best practices.
- Collaborated in the development of district pacing guides and benchmark assessments for math, grades five through eight.
- Evaluated and revised the Algebra 1 pacing guide, semester final and end-of-year final to align curriculum and assessment with California Content Standards.
- Conducted presentations to site administrators for the California Math and Science Partnership program.

1998–2005

**High School Math Teacher, Department Chair**  
Bear Creek High School, Lodi Unified School District

- Utilized a problem-based curriculum to teach Algebra 1 and Geometry to a diverse student population of English language learners and students with special needs.
- Managed department resources and budget allocations.
- Determined teaching assignments and course sections for the master schedule.
- Coordinated the development of the Algebra 1 final exam.

1991–1998

**Middle School Math Teacher**  
Colonial Heights School, Lincoln Unified School District

- Designed and implemented a project-based curriculum for seventh and eighth grade.
- Developed and implemented computer elective courses.
- Supervised the production of the school's annual yearbook.
- Coordinated a school-wide peer assistance program.

Summer 1991

**Summer School Teacher**  
Tioga Middle School, Fresno Unified School District

- Taught Algebra 1 to an accelerated group of eighth graders.

#### LEADERSHIP ACTIVITIES

- Instructional Materials Adoption Panel, California Department of Education.
- Mentoring Matters and Cognitive Coaching Training.
- Staff Developer Training, K-12 Alliance/A WestEd Program.
- Math Articulation Committee, Lodi Unified School District.
- Math Renaissance Leadership Team, Lodi Unified School District.
- College Preparatory Math (CPM) Trainer, Lodi Unified School District.
- Team Leader, Professional Development Technology Team, Bear Creek High School.
- Digital High School Steering Committee, Bear Creek High School.
- Program Quality Review Leadership Team, Colonial Heights School.
- School Site Council, Colonial Heights School.
- Mentor Teacher and Grade Level Facilitator (6-8), Lincoln Unified School District.
- Math Consultant, Glencoe-McGraw Hill Publishing.
- Math and Technology Curriculum Committees, Lincoln Unified School District.

#### PROFESSIONAL AFFILIATIONS

- National Council of Teachers of Mathematics
- California Mathematics Council
- California Association of Mathematics Teacher Educators
- Association for Supervision and Curriculum Development
- Association of California School Administrators



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 22, 2009  
**SUBJECT:** Approve Overnight Travel for Matt Netto, Barbara Ramirez, Matthew Testo, Jessica Crone, Justin Nool and Ian Nool to Attend the ACDA Central Region Honor Choir in Stockton, CA November 19-21, 2009

**BACKGROUND:** Live audition selection for participation in the ACDA Central Region Honor Choir is a prestigious honor for high school students. Five students from Tracy High received scores which qualified to participate in the ACDA Central Region Honor Choir. Matt Netto will transport the students and chaperone the trip. They will stay at the La Quinta Hotel in Stockton.

**RATIONALE:** It is goal of the THS Performing Arts Magnet to provide students with increased performance opportunities. Our students, Barbara Ramirez, Matthew Testo, Jessica Crone, Justin Nool, and Ian Nool, are uniquely qualified to participate in this event and exemplify musical excellence. This aligns with Strategic Goal #2 Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** Expenses for the ACDA Central Region Honor Choir will be paid out of the Performing Arts Magnet account (substitute teacher), the ASB account, and students' family contributions. The expense is \$880. Transportation will be provided by Mr. Netto and each student's family. Fundraiser (s) will be available to pay for those students who are unable to fund their own trip. The expenses for the chaperone will be provided by THS ASB Choral Account.

**RECOMMENDATION:** Approve Overnight Travel for Matt Netto, Barbara Ramirez, Matthew Testo, Jessica Crone, Justin Nool and Ian Noll to Attend the ACDA Central Region Honor Choir in Stockton, CA November 19-21, 2009

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JH* Dr. Sheila Harrison, Assistant Superintendent for Educational & Human Resources Services  
**DATE:** October 28, 2009  
**SUBJECT:** Receive Annual Williams Report for the Fiscal Year 2009-10

**BACKGROUND:** Pursuant to the Williams Settlement and California Education Code Section 1240(c)(2)(B) the San Joaquin County Office of Education must visit schools identified in our district, review the following areas: 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) accurate data on the annual school accountability report card related to areas 1 and 2, and 4) a properly credentialed teacher for every classroom, and report the results of the visits and reviews to the local governing board. The identified schools in Tracy Unified School District are those schools that were ranked in deciles 1, 2 or 3 on the state ranking released in February 2007. Those schools include: Central Elementary, Monte Vista Middle and North Elementary Schools.

**RATIONALE:** The annual report for the 2009-10 fiscal year has been completed by the San Joaquin County Office of Education and must be reported to the local school board during the month of November. The report summarizes the findings of the visits and reviews. 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, Goal #2: Provide a safe environment for students and staff that is conducive to learning and Goal #5: Develop and support a high performing work force including hiring and retaining fully credentialed CLAD certified teachers.

**FUNDING:** No cost

**RECOMMENDATION:** Receive Annual Williams Report for the Fiscal Year 2009-10.

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



## SAN JOAQUIN COUNTY OFFICE OF EDUCATION

October 26, 2009

Mr. Ted Guzman, President; Mr. Bill Swenson; Mr. Walter Gouveia; Mr. Gregg Crandall;  
Mr. Kelly Lewis; Mr. James Vaughn and Mr. Tom Hawkins  
District Board of Trustees of Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376-4095

Dear Mr. Ted Guzman, President,

California *Education Code* Section 1240 requires that I visit schools identified in our county, review information in the areas noted below, and report to you the results of my visits and reviews. I am pleased to provide, for submission to your governing board at a regularly scheduled November meeting, the annual report for fiscal year 2009-10 as required by *Education Code* section 1240(c)(2)(B) pursuant to the Williams Settlement. This report presents the results of my visits and reviews at Tracy Unified School District.

The purpose of these visits as specified in California *Education Code* Section 1240 was to:

1. Determine if students have "sufficient" standards-aligned instructional materials in four core subject areas (English language arts, mathematics, history/social science and science), including science laboratory equipment in grades 9-12 and as appropriate, in foreign languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff";
3. Determine if the school has provided accurate data on the annual School Accountability Report Card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair" and
4. Determine the extent to which pupils who have not passed the California High School Exit Examination (CAHSEE) by the end of grade 12 are informed that they are entitled to receive CAHSEE intensive instruction and services for up to two consecutive years after completion of grade 12 and the extent to which pupils who have elected to receive services are being served.

The law further requires that the county superintendent:

1. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2006 Base API) and
2. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, emergency or urgent facilities issues, and CAHSEE intensive instruction and services under the Uniform Complaint Procedure.

Before proceeding with the report, let me define some basic terms:

- “Sufficient textbooks or instructional materials” means each pupil, including English language learners, has a standards-aligned textbook, or instructional materials, or both, to use in class and to take home.
- A school facility condition that poses an “emergency or urgent threat: is a “condition that poses a threat to the health or safety of pupils or staff while at school.”
- “Good Repair” means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction [Facility Inspection Tool (FIT)] or a local evaluation instrument that meets the same criteria. Each school district that receives state funding for facilities maintenance is required to establish a facilities inspection system to ensure that each of its schools is maintained in “good repair.”

My findings were as follows:

**Instructional Materials**

Schools were reviewed for sufficient textbooks and instructional materials.

School	Review Date	# of Classrooms Visited	Textbook/Instructional Materials Needed
Central Elementary	08/27/09	9	None
Monte Vista Middle	09/02/09	12	None
North Elementary	09/02/09	17	None

**School Facilities**

Schools were reviewed for condition of facilities, whether they were in “good repair or pose an “emergency.”

School	Review Date	Room/ Area	Facility Deficiencies Identified	Emergency	Correction/ Action Taken
Central					Tracy M&O is in the process of addressing the deficiencies identified at the three schools visited
	08/27/09	Playground	<ul style="list-style-type: none"> <li>• One playground has only sand fill</li> </ul>		
		Restroom	<ul style="list-style-type: none"> <li>• Boy's and Girl's restroom by multipurpose room needs floors refinished</li> </ul>		
		Library Computer Room	<ul style="list-style-type: none"> <li>• No A/C in computer room</li> </ul>		
		Parking Lot	<ul style="list-style-type: none"> <li>• Dead tree needs removal (safety issue)</li> </ul>		
		Room 6	<ul style="list-style-type: none"> <li>• Multiple power strips in line</li> </ul>		
		Room 13	<ul style="list-style-type: none"> <li>• Untreated curtains (need fire proofing)</li> </ul>		

		Room 21	<ul style="list-style-type: none"> <li>• Untreated curtains (need fire proofing)</li> <li>• Low fire extinguishers outside in hall</li> <li>• Two broken window panes</li> </ul>		
		P 7	<ul style="list-style-type: none"> <li>• Extension cord</li> <li>• Paper on windows</li> </ul>		
<b>Monte Vista</b>	09/02/09	Administration Office	<ul style="list-style-type: none"> <li>• A/C does not work in reception area</li> </ul>		
		Cafeteria Kitchen	<ul style="list-style-type: none"> <li>• Curtain not fire proofed and off runners</li> <li>• Tile missing and chipped</li> <li>• Pad around backboard is loose (north)</li> <li>• File under sink and other areas are cracked and chipped</li> <li>• Mat is torn</li> <li>• Two ovens do not work</li> <li>• Restroom door will not close</li> <li>• Electrical circuit overload</li> </ul>		
		Room 6	<ul style="list-style-type: none"> <li>• Drinking fountain in not working near Rm. 6</li> </ul>		
		Room 19	<ul style="list-style-type: none"> <li>• Wallboard torn</li> </ul>		
		Room 22	<ul style="list-style-type: none"> <li>• A/C does not cool room</li> </ul>		
		Room 35	<ul style="list-style-type: none"> <li>• Fire extinguishers not changed even though date was changed</li> </ul>		
		Restrooms	<ul style="list-style-type: none"> <li>• Girl's faucet is loose by library</li> <li>• Boy's vent and cover is missing (by locker room)</li> <li>• Drinking fountain by library is not working</li> </ul>		
		Overhead Walkway Cover	<ul style="list-style-type: none"> <li>• Dry rot</li> <li>• Peeled paint all through the school's covered walkway area</li> </ul>		
		Playground	<ul style="list-style-type: none"> <li>• Benches by girl's locker room bent and broken, 3 missing only brace is attached</li> <li>• Low areas do not drain and water is standing</li> </ul>		
		Locker Rooms	<ul style="list-style-type: none"> <li>• Girl's handicapped toilet broken</li> <li>• Boy's urinal is broken and difficult to flush</li> </ul>		
<b>North</b>	09/02/09	Room 21	<ul style="list-style-type: none"> <li>• Slight crack on ceiling by door</li> <li>• Upper wallboard coming loose and dirty</li> </ul>		
		Room 11	<ul style="list-style-type: none"> <li>• Wallboard needs painting</li> <li>• Upper wallboard coming loose</li> </ul>		
		K 1	<ul style="list-style-type: none"> <li>• Carpet is loose</li> <li>• Modesty panel in restroom is very rusty at bottom</li> <li>• Ceiling tile stained</li> </ul>		

		Room 42	<ul style="list-style-type: none"> <li>Cracked paint on trim above overhang</li> <li>Ceiling tile stains</li> <li>Door jamb needs painting near bottom</li> </ul>		
		Room 53	<ul style="list-style-type: none"> <li>Stains on ceiling tile and wall (possible roof leak)</li> </ul>		
		Room 32	<ul style="list-style-type: none"> <li>Ceiling tile stains and torn</li> <li>Baseboard needs painting</li> </ul>		
		Security System	<ul style="list-style-type: none"> <li>Inoperable, problem in panel it buzzes, ground fault</li> </ul>	X	

**School Accountability Report Card**

The 2008-09 School Accountability Report Cards (SARC) were reviewed in March 2009 to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and adequacy of school facilities, including "good repair."

School	SARC Review Date	Instructional Materials Discrepancies	Facility Conditions Discrepancies
Central	03/10/09	None	None
Monte Vista	03/10/09	None	None
North	03/10/09	None	None

**Teacher Misassignments and Vacancies Reported to San Joaquin County Office of Education on 7/2009**

School	# Misassignments for 2008-09	# Misassignments that were corrected within 30 calendar days	# of classes in which the teacher was lacking the appropriate authorization and training to teach English Language Learners and 20% or more of students were English Language Learners	# Teacher Vacancies for 2008-09
Central	0	0	0	0
Monte Vista	0	0	0	1
North	0	0	0	0

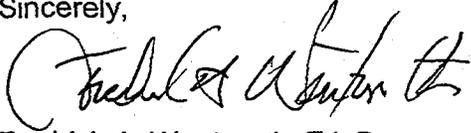
**Uniform Complaint**

The number of Uniform Complaints filed within the district for the quarter beginning July 15, 2009 and ending October 15, 2009.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Misassignments or Vacancies	0		
Facilities Conditions	0		
CAHSEE Intervention Instruction & Services	0		
TOTALS	0		

In conclusion, the visitation to all of the schools was a positive, professional experience with a focus by the staff on seeking to improve the learning of each student at the three schools. The San Joaquin County Office of Education is available to support the actions that need to be taken to address the needs identified in my report. If I can be of further assistance to you please contact me at San Joaquin County Office of Education.

Sincerely,

A handwritten signature in black ink, appearing to read "Fredrick A. Wentworth". The signature is fluid and cursive, with a large initial "F" and "W".

Fredrick A. Wentworth, Ed. D.  
County Superintendent

Cc: James Franco, Superintendent  
Sheila Harrison, Assistant Superintendent, Educational Services  
Carol Anderson-Woo, Director, Curriculum & Special Projects  
Bonny Carter, Director, Facilities and Planning



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 30, 2009  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Castillo, Lizette

CERTIFICATED

Kindergarten/All Day (New) (Temporary)  
South/West Park  
Class IV, Step 2 "B" \$45,506.  
Funding: Title I ARRA

Karst, Krystin

4<sup>th</sup> Grade Conventional (New) (Temporary)  
South/West Park  
Class III, Step 2 "B" \$43,976.  
Funding: Title I ARRA

BACKGROUND:

Lopez, Juan

CERTIFICATED MANAGEMENT

Administrator of Bilingual & English Language  
Development Site Programs (K-5) (New)  
South/West Park  
LME 40, Step E \$85,795.75  
Funding: E.I.A. 75%; Title I 25%

BACKGROUND:

Kreiter-Rhoads, Elena

CLASSIFIED

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *CG* Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 23, 2009  
**SUBJECT:** **Adopt Resolution #09-12, Authorizing and Defining Names to Sign Orders on School District Funds.**

**BACKGROUND:** Pursuant to Education Code Sections 42632 through 42666, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff.

Pursuant to Education Code Sections 42632 through 42666, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution #09-12, authorizing and/or removing designated employees signatures, will be mailed to their office following the regularly scheduled Board Meeting of November 10, 2009.

**RATIONALE:** As directed by Education Code Sections 42632 through 42666 and at the recommendation and suggestion of San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

This agenda item meets Strategic Goal #4 – Develop Responsible Individuals.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution #09-12, Authorizing and Defining Names to Sign Orders on School District Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #09-12**

**Resolution Authorizing and Defining Names to Sign Orders on  
School District Funds**

WHEREAS, pursuant to Sections 42632 through 42666, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution #97-30, dated May, 1998, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District; and

WHEREAS, Ryan Davis is no longer empowered, authorized or delegated to sign orders, payroll, payments, or other official documents of the Tracy Unified School District.

WHEREAS, Denise Wakefield is no longer empowered, authorized or delegated to sign orders, payroll, payments, or other official documents of the Tracy Unified School District.

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 42632 through 42666, and by Resolution #09-12, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include, and appoint as agents to sign orders and other official documents as needed on behalf of the Tracy Unified School District:

- James Franco, Superintendent
- Casey J. Goodall, Associate Superintendent, Business Services
- S. Reed Call, Director of Financial Services
- Sheila Harrison, Assistant Superintendent, Educational Services and Human Resources
- Bonny Carter, Director, Facilities Development and Planning
- John Heerema, Director, Transportation Services (Transportation contracts only)
- Gary Jayne, Director, Materials Management/Warehouse (Purchase orders only)

IT IS FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

PASSED, ADOPTED, AND CERTIFIED THIS 10th DAY OF NOVEMBER, 2009, BY THE FOLLOWING VOTE:

AYES:                      NOES:                      ABSENT:                      ABSTAIN:

Attest:

---

Ted Guzman, President  
Board of Education  
Tracy Unified School District

---

Kelly Lewis, Clerk  
Board of Education  
Tracy Unified School District



**TRACY UNIFIED SCHOOL DISTRICT**  
**VERIFICATION OF AUTHORIZED SIGNATURES**

---

**JAMES FRANCO, SUPERINTENDENT**

---

**CASEY J. GOODALL, ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES**

---

**S. REED CALL, DIRECTOR, FINANCIAL SERVICES**

---

**SHEILA HARRISON, ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES  
AND HUMAN RESOURCES**

---

**BONNY CARTER, DIRECTOR, FACILITIES DEVELOPMENT AND PLANNING**

---

**JOHN HEEREMA, DIRECTOR, TRANSPORTATION SERVICES (Transportation  
contracts only)**

---

**GARY JAYNE, DIRECTOR, MATERIALS MANAGEMENT/WAREHOUSE (Purchase  
orders only)**

***VERIFICATION:***

I, Kelly Lewis, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the Counties of San Joaquin and Alameda, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

---

**KELLY LEWIS, CLERK  
BOARD OF TRUSTEES  
TRACY UNIFIED SCHOOL DISTRICT**

**DATED: \_\_\_\_\_**



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** October 28, 2009  
**SUBJECT:** Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and California Virtual Education Partners, Inc. Charter School (CaVEP)

**BACKGROUND:** A committee comprised of representatives from the Tracy Unified School District and California Virtual Education Partners, Inc. Charter School (CaVEP ) has been meeting since March 2009 to jointly develop a Memorandum of Understanding (MOU). We have been actively engaged in negotiations with CaVEP Charter School and the committee finalized the MOU on October 28, 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, Ms. Marie Nakamura, who specializes in charter school laws and regulations. The MOU will be for a term of four years, 2009-2013 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 California Virtual Education Partners, Inc. Charter School (CaVEP). 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 California Virtual Education Partners, Inc. Charter School (CaVEP).

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
Tracy Unified School District  
AND  
CaVEP Charter School**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Tracy Unified School District (hereinafter "TUSD" or "District") and California Virtual Education Partners, Inc., (hereinafter "Corporation" or "CaVEP"), a nonprofit public benefit corporation duly organized under the laws of the State of California, which operates the charter school, titled in its Petition as "Kaplan Academy of California – North Central California" ("KAC-NCC" or "Charter School") a charter school organized and existing under the laws of the State of California.

**RECITALS**

**WHEREAS**, the Charter Schools Act of 1992 (the "Act"), Education Code section 47600, et seq., authorizes the creation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system; and

**WHEREAS**, the Charter School was approved on May 26, 2009, to open in September 2009, for a term of four (4) years; and

**WHEREAS**, KAC-NCC is operated by CaVEP, Inc., a nonprofit public benefit 501(c)(3) organization; and

**WHEREAS**, this MOU is entered into by the parties to outline the understanding and agreement between the parties regarding the relationship between TUSD CaVEP, and the Kaplan Academy of California – North Central California within the meaning of California Education Code section 47613(d) and per a condition precedent imposed by the District upon approval;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein set forth, TUSD, the Corporation and KAC-NCC agree as follows:

**MEMORANDUM OF UNDERSTANDING**

1. **Day-To-Day Operations:** The day-to-day operations of the Charter School shall be conducted by or contracted through Corporation, as set forth in the Charter.

2. **Relationship Between The Parties:** The Parties to this Agreement intend that the relationship between them created by this Agreement is that of a California non-profit public benefit corporation, an individual charter school and its chartering entity. TUSD, as the chartering entity of KAC-NCC, has exclusive supervisory and oversight responsibilities regarding the Charter School, as set forth in Education Code section 47604.32.

3. Indemnification: The Corporation and/or the Charter School shall defend, indemnify and hold harmless the District and its officers, agents, servants, representatives and employees from and against any and all claims, including, but not limited to, misuse of public funds, failure to identify special needs students, loss of use, liability for damages, claims, demands, actions and proceedings, and all costs and expenses connected therewith, including reasonable attorneys' fees, of whatsoever cause or nature on account of any damage to or the loss or destruction of any property, including property of employees of the District, or injury to or death of any person, including the Charter School's students and employees, and District students and employees, caused in whole or in part by any negligent act or omission of the Corporation, the Charter School or any of their officers, agents, servants, representatives, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Corporation and Charter School shall also indemnify and hold the District and its officers, agents, servants, representatives and employees harmless from and against all claims and liens of all persons based upon the furnishing of labor or materials to the Corporation and/or Charter School in connection with the performance of work or other operations of the Corporation and/or Charter School, including, but not limited to, reasonable attorneys' fees incurred by the District. The indemnification provisions contained in this MOU include, but are not limited to, any violation of applicable law, ordinance, regulation or rule, including where the loss of use, liability for damages, claim, demand, action, proceeding or cost and expense was caused by deliberate, willful, or criminal acts of the Corporation and/or Charter School, or any of their officers, agents, servants, representatives, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable or their performance under the terms of this MOU.

The District shall defend, indemnify and hold the Charter School and the Corporation, their officers, agents, servants, representatives, employees and subcontractors harmless from and against all claims, demands, actions, and proceedings of whatever cause or nature, and all costs and expenses connected therewith, including reasonable attorneys' fees, on account of any damage to or the loss or destruction of any property or injury to or death of any person, caused in whole or in part by any negligent act or omission of the District or any of its officers, agents, servants, representatives, employees or subcontractors arising directly or indirectly in connection with services performed under this Agreement. The District shall reimburse CaVEP for any expenditure, including reasonable attorneys' fees, CaVEP may make by reason of the matters that are the subject of this indemnification, and if requested by CaVEP, will defend any claims or litigation to which this indemnification provision applies, at the sole cost and expense of the District.

The indemnity provisions of this MOU shall survive the expiration or earlier termination of this MOU.

4. Special Education Services: The Charter School has given notice of its intent to become an LEA in an authorized SELPA pursuant to Education Code section 47641(a). Until the Charter School is admitted as an LEA in an approved SELPA, it shall not be deemed the LEA for purposes of compliance with the Individuals with Disabilities and Education Improvement Act (20 U.S.C. sections 1400, et seq.) (hereinafter "IDEIA"), but shall be deemed a public school of the District pursuant to Education Code section 47641(b). As such, the parties understand and agree that absent an agreement to the contrary, the District must ensure that all

children with disabilities enrolled in the Charter School receive special education and designated instructional services in a manner that is consistent with their IEP and is in compliance with state and federal laws and regulation.

However, by the terms of this Agreement, the Charter School accepts total responsibility for ensuring all students with disabilities who attend the Charter School are provided with a free and appropriate public education in compliance with applicable state and federal laws and regulations. A child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, including transportation, in the same manner as a child with disabilities who attends another California public school. To accomplish this provision of special education and services, the Parties agree that:

- (A) The District will "pass through" to the Charter School, all federal and state special education funds generated by enrollment in the Charter School, as disbursed by the San Joaquin SELPA, less an indirect fee of 6%. Such funds will be transferred to CaVEP within 30 days of verification of P-1, P-2 and Annual attendance reports. Resources or services procured with one time monies will be made available to the Charter School on a proportional basis. Any special education funds disbursed to the Charter School must be expended for the sole purpose of providing special education and services to individuals with exceptional needs as provided in Education Code Section 56836.04. Any funds not expended for special education during a fiscal year will be returned to TUSD by September 30<sup>th</sup>.
- (B) The Charter School will be excused from its duty to contribute an equitable share of its charter school block grant funding to support District-wide special education instruction and services, pursuant to E.C. § 47646(c).
- (C) The Charter School accepts total responsibility for all costs associated with the provision of special education, including, but not limited to, complaints, due process hearings, settlements, judgments and attorneys' fees.
- (D) The Charter School will indemnify and hold the District harmless for any and all costs the District may incur in defending itself against special education due process hearings for students who are enrolled in the Charter School. Such indemnification includes independent legal representation of the District, if deemed necessary by the District.
- (E) Charter School to provide TUSD with special education student data, including: student name, birthdates, eligibility category, services provided (including transportation), duration and frequency of services, district of residence, and date of last annual and triennial IEP meetings. Such reports are to be submitted with P-1, P-2 and annual attendance data (section 18, below).
- (F) Charter School will have password access to District's special education information system (presently SEIS) for management and reporting purposes regarding students with disabilities enrolled in the Charter School.

5. The Charter School shall be solely responsible for complying with all requirements of Section 504 of the Rehabilitation Act, including, but not limited to, holding Student Study Team meetings, developing and implementing Section 504 Accommodation Plans, and responding to complaints filed with the Office of Civil Rights.

6. Both Parties recognize that the Charter School is entitled to funding of in lieu property taxes from the sponsoring local educational agency pursuant to California Education Code section 47635, commencing July 1, 2009.

7. Costs for services supplied to the Charter School by any third-party outside sources shall be the responsibility of the Charter School.

8. Within 30 days of receipt of state apportionment, the Charter School shall pay a fee of 3% of Charter School revenues to TUSD in exchange for oversight and substantially rent-free facilities, as provided in Education Code section 47613(b). Charter School "Revenue" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Education Code section 47632. Facilities to be used by the Charter School may include office space, storage areas and meeting space. The specific time and location of such uses shall be mutually agreed upon by the District and Charter School.

9. Additional Charges: The Charter School shall pay an additional fee of 3% in consideration of the District providing agreed upon administrative services, including, but not limited to: monitoring of ELL and special education programs, inservicing staff, consultation and assistance with human resources issues and curriculum consultation. Additionally, the Charter School may access District science laboratories for high school science classes, including chemistry, physics and biology. Such laboratories will be used by the Charter School on a schedule mutually agreed to by the District and Charter School.

10. Other Services: For financial and/or administrative services not provided for in the Charter or this Agreement, the Charter School may separately purchase such services from third-party, outside agencies, and is solely responsible for the cost of said services.

11. Funding Sources: The Charter School is funded under the charter school funding model pursuant to Education Code section 47630 and has chosen to receive its funding directly from the California Department of Education (CDE). Thus, the Charter School will be considered a separate entity for the purpose of applying for federal and state grants and must apply independently for programs listed in the Consolidated Application that are not included in the funding model.

12. Insurance: The Charter School shall purchase property and liability insurance from a third party in the amount of at least \$1,000,000.00 and workers' compensation insurance as required by law.

13. Exclusive Public School Employer: Pursuant to its Charter, the Charter School shall be the exclusive public school employer of its employees.

14. Employment of Personnel: No agent, employee, or servant of the Charter School or the Corporation shall be deemed to be an employee, agent, or servant of TUSD, except as expressly acknowledged in writing by TUSD. No agent, employee or servant of TUSD shall be deemed to be an employee, agent or servant of the Charter School or the Corporation, except as expressly acknowledged in writing by the Charter School.

15. Employee Benefits: The Charter School shall contract with a third party, outside source to provide its employees with health, retirement (STRS, PERS) and other employment benefits.

16. Budget, Finance and Student Counts: The Charter School shall prepare and submit the following financial information to TUSD:

- A. Unaudited actual - on or before September 15<sup>th</sup>.
- B. 1<sup>st</sup> Interim report - on or before December 15<sup>th</sup>.
- C. 2<sup>nd</sup> Interim report - on or before March 15<sup>th</sup>
- D. Budget Adoption - on or before June 30<sup>th</sup>.

17. Audit: The Charter School shall select an independent auditor from the state-approved list of auditors with expertise in education finance to prepare an audit of the financial transactions of the Charter School each year pursuant to the terms specified in the Charter. The Charter School shall immediately forward a copy of the audit to the Chief Financial Officer of TUSD upon receipt of the final audit findings. Any audit exceptions and deficiencies must be resolved to the satisfaction of the District pursuant to Education Code section 47605(b)(5)(I).

18. Reporting Average Daily Attendance: The Charter School will develop an attendance-reporting calendar and maintain a system to record and account for ADA. The Charter School will transmit the data directly to San Joaquin County Office of Education on or before the required reporting periods of P1, P2 and Annual.

19. State Required Data: The Charter School shall complete and independently submit enrollment and other necessary demographic information to the California Longitudinal Pupil Achievement Data System (CALPADS), if required by applicable law. The Charter School shall provide TUSD with verification of timely submission of all reports and identification of software system used to collect such data.

20. Term of Agreement: This Agreement shall commence upon full execution and end on June 30, 2011, or at such time that the Charter School is granted LEA status in an approved SELPA and provides written proof of such status to the District. This Agreement is subject to termination for cause, as specified in Paragraphs 22 and 23, including the revocation of the Charter School's charter or any failure to satisfy a renewal term.

21. Renewal: This Agreement shall be automatically renewed for an additional fiscal year commencing July 1, 2010, and each July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party no later than May 1 of each school year.

In no event shall any renewal term extend beyond the maximum term of the charter pursuant to Education Code section 47607.

22. Revocation and Closure Protocol: The District and the Charter School agree that the dispute resolution procedure set forth in the Charter Petition ("Disputes between the Charter School and the District") shall not apply to any matter upon which TUSD intends to seek revocation of CaVEP's charter. If the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School and the Corporation shall ensure that the person or entity responsible for implementing the closure protocol shall be experienced in dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. No later than December 31, 2009, CaVEP shall identify the staff member(s) or position(s) responsible to serve as the official contact person for purposes of implementing the closure protocol and its plan for maintaining and transferring student records. CaVEP further agrees that upon dissolution, all remaining assets after payment of all debts and liabilities, refunds to applicable agencies, etc., shall be used for other California public education purposes.

23. Termination of Agreement: TUSD may terminate any services provided pursuant to this Agreement upon failure of CaVEP to pay any amount due under this Agreement within sixty (60) days after receipt by CaVEP of a TUSD demand for payment and notice of intent to terminate services. Any failure by CaVEP to pay an amount due under this Agreement, or other material violation of the terms of this Agreement by CaVEP, may constitute grounds for revocation of its charter in accordance with the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of CaVEP's charter, this Agreement shall continue in full effect as to the Corporation. Either party may suspend performance under or terminate this Agreement for cause upon sixty (60) days advance written notice to the other party of a material violation of the terms of this Agreement.

24. Assignment: This Agreement shall not be assigned.

25. Conflict of Terms: This Agreement shall supersede the Charter granted to CaVEP and any conflict between this Agreement and the Charter will be settled in favor of the Agreement.

26. Notifications: All notices, consents, demands, or other communications for one party or the other required or permitted in this Agreement shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, facsimile, or by registered or certified United States mail, postage prepaid, addressed as set forth below (except that a party may, from time-to-time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of registered or certified mail, or on the fifth (5<sup>th</sup>) day after mailing.

To the District at:

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376

To the Charter School at:

California Virtual Education Partners  
3737 Martin Luther King, Jr. Blvd., Suite 602  
Lynwood, CA 90262

27. Mediation: Disputes arising from this Agreement will be settled in the manner outlined in Section D-6 (Dispute Resolution) of the Charter petition granted by TUSD on May 26, 2009.

28. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action to enforce this agreement, or the terms of the Charter School petition, shall be in San Joaquin County, California.

29. Compliance with Laws and Regulations: TUSD, the Corporation and the Charter School, in fulfilling the terms of this Agreement, will act in accordance with applicable laws and regulations.

30. The Corporation agrees by the signing of this Agreement that it will comply with the provisions of the open meeting and other requirements of the Ralph M. Brown Act and with all applicable conflict of interest laws.

31. Severability: If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

32. Waiver: No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

33. Entire Agreement: This Agreement and any attachments hereto shall constitute the full and complete agreement between the Parties hereto. All prior representations, understandings and/or agreements are merged herein and are superseded by this Agreement.

34. Amendments: Nothing herein shall preclude the parties from negotiating or amending this Agreement to include additional services not contemplated by this Agreement. This Agreement may be altered, amended, changed or modified only by agreement in writing, executed by the duly appointed representatives of the Corporation, CaVEP and TUSD, with specific reference to both this Agreement and the provision(s), which said instrument purports to alter, amend or modify.

**IN WITNESS WHEREOF**, each of the Parties hereto has duly executed this Agreement as of the dates shown below:

**On Behalf of Tracy Unified School District**

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

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

Dr. Sheila Harrison  
Assistant Superintendent of Educational Services

**On Behalf of California Virtual Education Partners, Inc. (Corporation)**

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

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

Jonathan Zaff, President

**On Behalf of the Kaplan Academy of California – North Central California (Charter School)**

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JK* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 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 in accordance with district policy (Education Code 46014). In such instances; this should be requested in advance, to attend religious instruction, an**

## ABSENCES AND EXCUSES

**observance of a holiday or religious ceremony of his or her religion. The student shall attend at least the minimum school day. 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)  
(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 withy 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

DRAFT PREPARED: October 30, 2009

TUSD ADOPTED:

## ABSENCES AND EXCUSES

41601 Reports of average daily attendance  
 42238-42250.1 Apportionments  
 46000 Records (attendance)  
 46010-46014 Absences  
 46100-46119 Attendance in kindergarten and elementary schools  
 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: