

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, MAY 10, 2011

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.
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#10-11/104, 105, 106, 109, 110, 112, 114, 115, 119, 121, 122, 123, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 139, 140, 141, 146, 149, 150, 151, 152, 154, 155, 156

3.2 Human Resources:

3.2.1 Demote Classified Employee #UCL-150

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

3.2.2 Consider Leave of Absence Request for Classified Employee #UCL-151, Pursuant to Article XXIII

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

3.2.3 Consider Leave of Absence Request for Certificated Employees #UC-723, #UC-724, #UC-725, #UC-726, #UC-727, #UC-728, #UC-729, #UC-730, #UC-731, #UC-732, #UC-735, #UC-736, #UC-737, #UC-738, #UC-739, #UC-740, #UC-741, #UC-742, #UC-743, #UC-744, Pursuant to Article XX

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

3.2.4 Consider Leave of Absence Request for Certificated Employee #UC-745, Pursuant to Article XX

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

3.2.5 Consider Public Employee/Employment/Discipline/Dismissal/Release

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

3.2.6 Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Facts: FF#10-11/104, 105, 106, 109, 110, 112, 114, 115, 119, 121, 122, 123, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 139, 140, 141, 146, 149, 150, 151, 152, 154, 155, 156

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

6b Report Out of Action Taken on Demote Classified Employee #UCL-150

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

6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-151, Pursuant to Article XXIII

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

6d Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employees #UC-723, #UC-724, #UC-725, #UC-726, #UC-727, #UC-728, #UC-729, #UC-730, #UC-731, #UC-732, #UC-735, #UC-736, #UC-737, #UC-738, #UC-739, #UC-740, #UC-741, #UC-742, #UC-743, #UC-744, Pursuant to Article XX

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

6e Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-745, Pursuant to Article XX

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

7. Approve Special Minutes of March 31, 2011.

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

Approve Regular Minutes of April 12, 2011.

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

8. Student Representative Reports: None.

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

9.1 Recognize West High School Senior Jason Thomassen for Having Perfect Attendance K-12 in TUSD

9.2 Recognize and Congratulate Christine Fitzpatrick for Being Selected the ACSA Region VII 2011 Classified Manager of the Year

9.3 Bohn School Website Presentation

9.4 Kimball High School Website Presentation.

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).

1

2-9

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 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. You may obtain copies of the policy from Human Resources, and staff will assist you.

Pg. No.

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

11.1 Administrative & Business Services:

- 11.1.1** Receive Report on the Tracy Unified School District Budget **10**

11.2 Educational Services:

- 11.2.1** Receive Report on High School AP Physics B and Proposed Textbook Adoption **11-12**

- 12. PUBLIC HEARING:** None.

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion__; Second__ **Vote:** Yes__; No__; Absent__; Abstain__

13.1 Administrative & Business Services:

- 13.1.1** Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **13-14**
- 13.1.2** Approve Assembly Vendors and Site Assembly Utilization Calendars **15-19**
- 13.1.3** Approve 2011-2012 Designation of CIF Representatives to League **20-22**
- 13.1.4** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **23-24**
- 13.1.5** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **25-27**
- 13.1.6** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **28-31**

13.2 Educational Services:

- 13.2.1** Ratify Master Contract with Northern California Preparatory School **32-55**
- 13.2.2** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 15, 2011 **56-57**

		Pg. No.
13.2.3	Approve Overnight Travel for West High Key Club to Attend Relay for Life at Tracy High School on May 14-15, 2011	58
13.2.4	Approve Tracy Adult School Course Offerings for the 2011-2012 School Year	59-61
13.2.5	Approve Agreement for Special Contract Services with Pacific Educational Group to Hire Will Walker to Provide Staff Development to District Management Team on July 28 and 29, 2011	62-65
13.2.6	Approve Overnight Travel for Kimball High School (KHS) Leadership to Attend the Student Body Presidents Conference (Learning for Living) with Phil Boyte at the Marriott in San Ramon, CA on May 15-16, 2011	66
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	67
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	68-69
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Approve List of Qualified Special Inspection and Material Testing Firms to Perform Required Geotechnical, Special Testing and Special Inspection Engineering Services on New Construction and Modernization Projects	70-72
Action:	Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___.	
14.1.2	Approve a Short List of Division of State Architect (DSA) Certified Inspections/(Inspection Firms to Perform Required DSA Inspection Services on New Construction and Modernization Projects	73-75
Action:	Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___.	
14.1.3	Adopt Resolution No. 10-33 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Modernization/Reconstruction at Monte Vista Middle School; and Issue the Notice to Proceed	76-79
Action:	Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___.	
14.1.4	Adopt Resolution No. 10-34 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Modernization/Reconstruction at McKinley Elementary School; and Issue the Notice to Proceed	80-83
Action:	Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___.	
14.1.5	Approve and Award the Contract for the Relocatable Package for the Monte Vista Middle School Modernization/Reconstruction Project and the McKinley Elementary School Modernization/Reconstruction Project to American Modular Systems Utilizing "Piggyback" Bid from Santa Rita Union School District; and Issue the Notice to Proceed	84-90
Action:	Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___.	
14.1.6	Adopt Resolution No. 10-35 Designating May 15 th -21 st , 2011, as Classified School Employees Week	91-92
Action:	Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___.	

- 14.1.7 Adopt Resolution No. 10-36 Establishing May 11, 2011, as the "Day of the Teacher"

Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1 Consider and Take Action on Resolution #10-32 on the proposed Decision as Amended Related to Certificated Layoff Hearings. Administration Recommends that the Board Adopt the Administrative Law Judge's Proposed Decision as Amended and Release the Impacted Certificated Employees for the 2011-2012 School Year

95-114

Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.

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

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

17.1 May 24, 2011

17.2 June 14, 2011

17.3 June 28, 2011

17.4 August 9, 2011

17.5 August 23, 2011

18. Upcoming Events:

18.1 May 25, 2011

Graduation: Stein High 11:30 a.m.

18.2 May 27, 2011

Last Day of School

18.3 May 28, 2011

Graduation: West High 8:30 a.m.

Tracy High 10:30 a.m.

18.4 August 15, 2011

First day of School 2011-12

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 aid or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, March 31, 2011**

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

Roll Call: Board: J. Costa, W. Gouveia, G. Silva, B. Swenson, J. Vaughn.
Absent: T. Guzman and G. Crandall
Staff: J. Franco, C. Goodall, and B. Etcheverry.

Pledge of Allegiance President Gouveia called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: No action was taken.

Employees Present: B. Carter, A. Continente

Press: None.

Visitors Present: None.

**Hearing of
Delegations** None.

Action Items: **Administrative & Business Services:**
5.1.1 Adopt Resolution No. 10-27 Approving, Authorizing, and Directing
Execution of a Joint Exercise of Powers Agreement Relating to the
California Municipal Finance Authority
Action: Swenson, Vaughn. **Vote:** Yes-5; No-0; Absent-2(Crandall, Guzman)

Adjourned to Closed Session.

**Reconvene Open
Session/Report Out:** No Action taken in closed session.

Adjourn 6:45 p.m.

Clerk

Date

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, April 12, 2011**

- 5:30 PM:** President Gouveia called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:09 PM:** President Gouveia 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#10-11/97, 98, 99, 100, 101, 102, 103, 107, 108, 113, 116, 118, 120
Action: Crandall, Guzman. **Vote:** Yes-7; No-0.
 - 6b** Report Out on Application for Reinstatement AR#10-11/43, 44, 45
Action: **Vote:** Yes-7; No-0.
 - 6c** Report Out of Action Taken on Waiver of Expulsion WE#10-11/ 9
Action: **Vote:** Yes-7; No-0.
 - 6d** Report Out on Early Graduation – WHS #10320721
Action: **Vote:** Yes-7; No-0.
 - 6e** Report Out on PE Exemption- KHS #10217139, 10318933
Action: **Vote:** Yes-7; No-0.
 - 6f** Report Out of Action Taken on Approve the Non Re-Election of Probationary Certificated Employee #UC-719, Pursuant to Education Code Section 44929.1(b)
Action: **Vote:** Yes-7; No-0.
 - 6g** Report Out of Action Taken on Amend Leave of Absence Request for Classified Employee #UCL-149, Pursuant to Article XXIII
Action: **Vote:** Yes-7; No.
- Employees Present:** G. Garner, K. Jacobs, J. Cardoza, T. Christensen, B. Sawyer, R. Call, J. Carter, A. Jayne, J. Escobedo, R.G. Fagin, D. Nolan, F. Graff, E. Williams, D. Coker, A. Lowery, N. Kettner, J. Wichman, J. Carter, N. Borges, D. deBord, L. Sanchez, M. Simas, L. Carvalho, M. Grove, L. DeLaTorre, R. Koon, D. Callender, J. Anderson
- Press:** D. Rizzo (Tracy Press)
- Visitors Present:** M. Martinez, M. Diaz, H. Sanchez, E. de Leon Sanchez, K. Hall, A. Bdwal, C. Miranda, M. Sanchez, D. Thaker, M. Arrabit, J. Arrabit, M. Martella, A. Quiambao, J. Bundy
- Minutes:** Approve Regular Minutes of March 22, 2011.
Action: Guzman, Silva. **Vote:** Yes-7; No-0.
- Student Rep** Middle School Reps:

Reports:

Williams Middle School: Leadership students spoke about their efforts for the tsunami relief fund and Brighter Christmas food drive. During CST testing students were given snacks such as cereal bars and pop tarts. They have had rallies, spirit week dances and are looking forward to having a carnival at the end of testing. They are currently planning a talent show. AVID students then talked about their fundraiser to help with field trips to colleges such as Eastbay, UOP and UC Santa Cruz. Their guest speakers help them prepare for a better future. AVID students have worked on projects and learn to keep organized with binders. Learning how to take Cornell notes and tutorials have helped.

George Kelly School: Leadership students spoke about many students activities. One of their fundraisers is to purchase bricks with messages and have it placed in front of the school. They have received a grant to purchase clickers for teachers to use. They have many extra-curricular sports including soccer and the boys' basketball teams for 5th, 7th, and 8th brought home a trophy. They are finishing up 4th and 5th grade baseball teams. There is also kickboxing class for the younger students. Students do not have any contact with each other. They listen to music and learn at the same time. They also have art programs and mad science. Students are busy preparing for the Academic Pentathlon competition in May. Kelly has a "cash" system where students who show character are rewarded with "Kelly Cash". AVID and Leadership worked together in the career and college club. Science Olympiad students worked hard to prepare for competition. The garden class grows vegetables such as lettuce, spinach, sweet peas and parsley. They donated to the homeless shelter. Students are auditioning for the musical "Cinderella". In March, they celebrated diversity during multicultural week. The DARE program is continuing and they plan monthly family nights. Conflict managers are assigned a post during lunch time. Students are getting ready for state testing. They also have a mini relay for life on April 21st and their carnival is May 13th.

High School reps were inadvertently on the agenda and had reported at the last board meeting.

Recognition & Presentations:

9.1 Recognize and Congratulate Kimball and Tracy High School Speech Team Winners

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized Coach Renee Koon and students from Tracy High and Kimball High. Dr. Franco and Trustee Gouveia presented certificates. Ms. Koon commented that this team has a lot of talent and enthusiasm. She thanked TUSD for having the speech program.

9.2 Recognize and Congratulate THS Mock Trial Team and Crystal Kamada of the WHS Mock Trial Team for Winning County Competitions

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized Tracy High students for winning the San Joaquin County Mock Trial competition and Crystal Kamada of West High who won the artist award. Also recognized were the Tracy High Coaches: Bruce Sawyer,

Jennifer Dixon and Ron Inran. Mr. Sawyer thanked that District for their support of this program.

9.3 Recognize the Outstanding Employees of the Spring Term for the 2010-11 School Year

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized the following outstanding employees of the spring term: Louis Carvalho, 6-8 classified, custodian at Kelly; Deb Coker, K-5 certificated, 3rd grade gate at South West Park; Jeremy Walton was unable to attend. He was named K-5 classified, custodian at Bohn; Nicole Adkins was unable to attend. She was named 6-8 certificated, teaching core/PE at Kelly; Emily Williams, 9-12 classified, Tracy High; Paul Hall, certificated management, Director of Student Services; and Fred Graff, 9-12 certificated, teaching science at IGCG.

Trustee Crandall left the meeting at 8:03 p.m.
Trustee Crandall returned to the meeting at 8:05 p.m.

9.4 Tracy High School Website Presentation

Tracy High Principal, Jason Noll, was unable to present his website due to technical difficulties, however he presented information to the Board. The neighbor with the trash issued has been solved. There has been a lot of congestion issues. The parking lot is getting poured in the morning which will help the neighborhood congestion. They also had their WASC visit and received a 6-year accreditation. Students have had a great year winning first place in the Mock Trial Competition, Science Olympiad and Academic Decathlon. They recently had the "Every 15 Minutes" presentation put on by the CHP which is a realistic dramatization of a student car accident caused by drinking and driving. They started STAR testing this week. There are only 27 days of school left. They are grateful for the new construction and will be hosting open house in the new buildings towards end of year.

Trustee Vaughn asked what areas were identified in the WASC visit. Mr. Noll stated that the areas identified were communication with the district office; the middle group of students that do not belong to anything (Ag, IB, sports, leadership, etc); counselors being more accessible; and raising test scores in algebra and science. The visiting team loved the school.

Hearing of Delegations

Dylan Bolf is a senior at West High and wanted to give his perspective on the budget crisis. He feels that this Board has done what they feel is best in the past. He remembers his early years as a student he had small class sizes and plenty of money to buy supplies. When he was in middle school, the budget cuts began. Students would share supplies, classes were larger and students became more disruptive. He felt the textbooks were too old and teachers didn't have enough paper. He feels that the computers are not as good as they should be and he spends a lot of his time fixing them.

Kimberly Jacobs is a resource specialist at Central School. She watched an

introduction video at an inservice which caused her to be very upset. The video had to do with bullying and showed a stick figure of someone hanging. She had lost her brother to suicide and still had great emotional pain over the incident. She felt that the psychologists should have reviewed the video first. She also felt hurt and attacked to suggest that teachers may cause a suicide. She has spoken with Dr. Skulina, Dr. Harrison and Dr. Franco and they have it under review. Appreciates Mrs. Link for her support and the District Administration. She handed out 3 questions for the Board.

Julie Escobedo: Decided not to speak.

Julie Gust is a teacher and commented that bullying is an emotional issue for her too. She is a teacher and sister of a brother with disabilities. He passed away when he was 15. At Southwest Park, they are very concerned about bullying and want more tools to deal with bullying. "Every 15 Minutes" and "Get Real Behind the Wheel" are programs provided to the high school students.

Dr. Franco stated that they will take this under advisement and will work with bullying committee.

John Anderson is the new president of TEA and teaches at West High. He looks forward to a good professional relationship. He commented that many teachers are helping children in classrooms to be emotionally stable because they are living in households with parents who have lost jobs, are moving or are facing foreclosures. He feels that teachers are losing their cheer. They are being asked to give up what we they have earned for their families. At one time they were told 65 FTE positions would be laid off and there would be an additional need for many furlough days or percentage points of pay cuts. They disagreed with such a large demand because that would bring the teachers back to 1999. Teachers are the true front line workers of this institution.

**Information &
Discussion Items:**

11.1 Administrative & Business Services:
11.1.1 Receive Report on the Tracy Unified School District Budget

Associate Superintendent of Business Services, Dr. Casey Goodall, reported on the budget. After the tax extension failed to be placed on the ballot all the guidance for what a school district should be doing ended. The Governor made a comment that the 2.1 billion in cuts to education that he had described that the tax extension would resolve was now closer to 5.1 billion. There probably won't be an official statement until the May review. The increase in cuts would shift the cuts at TUSD from 3.1million, which was already a substantial cut to more like 10.5 million in cuts to TUSD. The District depends on the governor's policy statements, School Services of California, the FCMAT team and our County Office of Education for guidelines. The May revise is scheduled for May 14th. Mr. Anderson will be attending a seminar the following week with the administration team.

We know that it may be likely that there would be that there is not an approved budget until September and he is not optimistic that the

legislature would be solving our problem. Our timeline is that we have to approve our budget on June 28th and have to have all of the components in there. Our budget is based on assumptions, but we have no information on what will happen. We will have from June to October, at which point they will start the process to takeover. It makes it very hard to plan and is a terrible spot to be in.

Trustee Crandall commented that we were told that we would lose about \$19 per student a few months ago and a month ago we were told \$354 per student. Now because there is no agreement we are at \$825 per student. He respects everything that the speakers talked about tonight, but this is not unique to TUSD. It is a county-wide and state-wide epidemic. It is not what this Board has done. He respects what they say, but it's not our fault. There are a lot of positive things going on. This District building since 2004 has lost about 38 employees. That's about \$4 million from this building alone. Everybody is feeling the cuts and it's not all proportioned and people need to hear that.

Trustee Gouveia has watched this process since 2001. The budget was \$120 million and we have cut about \$30.6 million. At the worst case scenario, we are looking at a total of \$41 million total.

Public Hearing:

12.1

Human Resources:

12.1.1

Receive Public Comments Regarding Negotiations with the California School Employees Association and the Tracy Unified School District

The hearing was opened at 8:47 p.m.

No comments were made.

The hearing was closed at 8:48 p.m.

Consent Items:

Action

Vaughn, Guzman. **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 Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.1.3

Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
Approve Assembly Vendors and Site Assembly Utilization Calendars

13.2

Educational Services:

13.2.1

Ratify Overnight Travel for Art Freiler School Science Olympiad Team to Attend the NorCal Science Olympiad State Finals in Fresno, CA on April 8-9, 2011

13.2.2

Ratify Overnight Travel for West High School Cheer Team to Attend the USA Nationals Competition on March 24-27, 2011, in Anaheim, California

- 13.2.3 Approve All Out of State Travel for Kirk Brown for the 2011-2012 School Year
- 13.2.4 Approve Overnight Travel for Kimball High School (KHS) Future Business Leaders of America (FBLA) to Attend the State Leadership Conference at the Marriott Hotel in Santa Clara, CA on April 14-17, 2011
- 13.3 **Human Resources:**
- 13.3.1 Approve Classified, Certificated and/or Management Employment
- 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

Action Items:

- 14.1 **Administrative & Business Services:**
- 14.1.1 Adopt Resolution No. 10-28 in Support of SCA 5
- Action:** Guzman, Swenson. **Vote:** Yes-7; No-0.
- 14.1.2 Adopt Resolution No. 10-30 of the Board of Trustees of the Tracy Joint Unified School District Authorizing the Issuance of Not to Exceed \$18,000,000 Aggregate Principal Amount of Bonds of the School Facilities Improvement District No. 3 of the Tracy Joint Unified School District, Election of 2008, Series 2011A, Authorizing the Execution and Delivery of a Paying Agent Agreement, a Bond Purchase Agreement and a Commitment Letter and Other Matters Related Thereto (Separate Cover Item)
- Action:** Swenson, Crandall. **Vote:** Yes-7; No-0.
- 14.1.3 Adopt Resolution No. 10-31 of the Board of Trustees of the Tracy Joint Unified School District Authorizing the Issuance and Sale of Not to Exceed \$7,000,000 Aggregate Principal Amount of Bonds of School Facilities Improvement District No. 3 of the Tracy Joint Unified School District By a Negotiated Sale Pursuant to One or More Bond Purchase Agreements, Prescribing the Terms of Sale, Approving the Form of and Authorizing the Execution and Delivery of One or More Bond Purchase Agreements and One or More Continuing Disclosure Certificates, Approving the Form of and Authorizing the Distribution of an Official Statement for the Bonds, And Authorizing the Execution of Necessary Documents and Certificates and Related Actions (Separate Cover Item)
- Action:** Crandall, Guzman. **Vote:** Yes-7; No-0.
- Public Meeting of the Tracy School Facilities Financing Authority**
- Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.
- 14.1.4 Adopt Resolution No. 11-01 Adopting the By-Laws Of the Tracy School Facilities Financing Authority; Confirming the Chair, Vice Chair, Executive Director, Secretary, and Treasurer and Controller, Respectively, of the Authority; and Adopting A Conflict of Interest Code
- Action:** Silva, Guzman. **Vote:** Yes-7; No-0.
- 14.1.5 Adopt Resolution No. 11-02 of the Board of Directors of the Tracy School Facilities Financing Authority Authorizing The Issuance of Tracy School Facilities Financing Authority General Obligation Revenue Bonds (Federally Taxable/Qualified School Construction Bonds), Series A, in an Aggregate Principal Amount of not to Exceed

**Adjourn/
Call to Order
8:51 p.m.**

Adjourn/Reconvene
8:53 p.m.

\$19,770,000, Authorizing the Execution and Delivery of an Indenture, a Bond Purchase Agreement and a Commitment Letter and Other Matters Related Thereto
(Separate Cover Item)

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

Adjourn Public Meeting of the Tracy School Facilities Financing Authority Reopen Public Meeting of the Tracy Unified School District

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Approve Student Teaching Agreement with Northern Arizona University

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

14.3.2 Receive the District's Initial Bargaining Proposal for a Successor Master Agreement for the California School Employees Association

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

14.3.3 Adopt Resolution No. 10-29, Authorizing the Elimination of Certain Classified and Classified Confidential Management Employee Positions Due to Lack of Work/Lack of Funds

Action: Guzman, Vaughn. **Vote:** Yes-6; No-1(Gouveia)

Board Reports:

Trustee Silva attended the baseball fundraising dinner for West High. He also attended a committee meeting for the Football Fiesta for West High. It will be held on May 7th and tickets are \$25.00. The Home Field Advantage is putting on a breakfast with the Easter Bunny. You can take a picture for \$5.00 at Applebees. Trustee Swenson thanked Walter and Gregg for their comments about the finances of the District and the mess that is in Sacramento and the Legislature. He attended a facility meeting concerning Monte Vista and Mckinley along with Ted and Greg Silva. The estimates are high. He attended a meeting with Susan Dell'Osso and the River Island folks at Mossdale regarding that development. We need to examine everything concerning future education out there. They are making some overtures about a possible charter high school out there. This morning he and Jim attended the CIF awards and breakfast. They honored Ben Tskiji who has coached for 26 years. They also honored 47 student athletes - a boy and girl from each league received scholarships. Gabrielle Herrera did not attend cause she was back East attending John Hopkins and Jacob Peterson was present from West High. A lot of them have GPAs over 4.0 and are multi sport athletes and work in community service. Trustee Guzman attended the facilities committee meeting. Trustee Vaughn passed. Trustee Costa congratulated West High's track team on their win over St. Mary's. They have another meet on Thursday. Trustee Crandall commented that West High held their prom last week and it went off without a hitch. This week is the Tracy High prom and hopes the same thing for them. He is preparing for graduation with a niece graduating from Tracy High and his daughter graduation from West High. Trustee Gouveia attended breakfast with the mayor and city council members. The State of the City showed that the economy is turning around at a very slow rate. He attended the Parks and Rec meeting. Lincoln Park will be renovated and they will still have the July 4th Celebration there. The Holly Sugar sports complex is moving forward.

**Superintendent
Report:**

Dr. Franco congratulated Paul Hall for his efforts. We are working frugally to generate bond money and can only use it to support Measure S projects. Projects at Monte Vista and McKinley will be kicking off soon. He thanked Ruth for all her work. This is an extremely painful and worrisome time in our state and country. We are facing a national crisis in educational funding. There are no easy answers and we need to make decisions in the long run that will benefit our students. We appreciate the understanding from our staff members, parents, students and community members here tonight. We have to move forward with our plan to stay solvent. The board is well studied, works hard and does their best to preserve the District. We'll continue to communicate with our staff members with decisions made at the state level.

9:11 p.m.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 5, 2011
SUBJECT: Receive Report on the Tracy Unified School District Budget

BACKGROUND: On January 10th Governor Brown proposed the California State Budget for 2011-12. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. The Governor's budget proposal was dependent on \$12.5 billion of cuts to agencies other than K-12 education, and by generating \$12 billion of revenues by extending three existing taxes for five years. While the proposed budget reductions have been enacted, the timeline has expired to place the tax initiative before the voters in June.

The Governor proposed to maintain level funding for K-12 education so long as the tax measure was placed on the ballot and approved by the electorate. Since the initiative is no longer an option, Tracy Unified School District now anticipates implementing the budget reduction plan adopted by the School Board on March 2, 2011, but, based on comments by the Governor, is uncertain if additional reductions will also be required.

On May 13th, the Governor is scheduled to announce revisions to his January budget proposal.

RATIONALE: Staff members are monitoring the ever-changing budget scenarios, and will provide a report on any new information available since the last School Board meeting.

FUNDING: There is no cost to hearing this report, but the California State Budget is the greatest source of funds available to the district and will impact budget planning.

RECOMMENDATION: Receive Report on the Tracy Unified School District Budget.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 7, 2011
RE: Receive Report on High School AP Physics B and Proposed Textbook Adoption

BACKGROUND: Kimball High School is adding AP Physics B to their 2011-12 course offerings. Kimball High School science teachers and principal reviewed several published materials. The evaluators found the textbook, *College Physics*, Pearson Addison-Wesley publisher, authored by Wilson, Buffa, and Lou, to be an excellent match for the AP Physics B course.

AP Physics B provides a systematic introduction to the main principles of physics and emphasizes the development of conceptual understanding and problem-solving ability using algebra and trigonometry. The AP Physics B course provides a foundation in physics for students in the life sciences, pre-medicine, and some applied sciences, as well as other fields not directly related to science.

Course	Text	ISBN	Publisher	Author	Copyright
AP Physics: B	College Physics, 7e	9780132442756	Pearson Addison-Wesley	Wilson, Buffa, and Lou	2010

RATIONALE: This report is being presented to increase Board and community awareness of the history and activities of the District AP Physics program, and to provide descriptions and rationale for the proposed textbook adoption.

The recommended textbook, *College Physics*, supports student learning by providing an engaging textbook that uses real life application to explain difficult conceptual problems. The textbook is available in both the traditional hard bound or online format. The students have multiple opportunities for success because of the way the textbook is structured. The design allows students and teachers to work together to develop an in-depth understanding of the materials. The graphics presented in the textbook are vivid, understandable, and demonstrate real life applications. The graphics also help students feel connected to the subject matter and support visual learners. In addition, the structure of the textbook supports English Language learners who may be challenged linguistically, but excel academically. The following are some of the attributes and the unique qualities that support student understanding of the course:

- The textbook meets the College Board objectives for the course.
- The vocabulary used in the textbook is appropriate for high school students.
- The textbook diagrams and figures are clear and easy to interpret.

- The textbook is supplemented with online activities.
- There are learning paths at the beginning of the chapter, followed by learning path questions (similar to the concept of essential questions, followed by learning path review at the end of the chapter).
- The content supports real life applications.
- There are opportunities for students to use online tutorial problems to enhance their understanding of the concepts.
- The textbook may also be accessed online.
- Teachers may join an online faculty network.
- The content supports life sciences, pre-medicine, and some applied sciences.

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 all students meet or exceed grade level standards and results in closing the achievement gap. This textbook is also recommended by the College Board.

Community members have been made aware of the adoption process through newspaper announcements and public review of the textbook at the Instructional Media Center.

FUNDING: Funding for the purchase of recommended materials in the amount of \$10,000 will be provided by state instructional textbook funds.

RECOMMENDATION: Receive Report on High School AP Physics B and Proposed Textbook Adoption.

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



BUSINESS SERVICES MEMORANDUM

TO: *Good* Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 29, 2011
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/Tracy High School ASB: From: Henry Tosta Dairy. The donation is in the amount of \$500.00 (check #16363). This donation is for the Linda Tosta Scholarship .
2. Tracy Unified School District/Tracy High School ASB: From: I.D.C, Inc. The donation is in the amount of \$500.00 (check #38582). This donation is for the I.D.C. Scholarship for Tracy High School.
3. Tracy Unified School District/Kimball High School ASB: From: Jostens, Inc. The donation is in the amount of \$500.00 (check #1661631). This donation is for the Junior Class Prom.
4. Tracy Unified School District/Tracy High School ASB: From: Eric & Jean Boehm. The donation is in the amount of \$500.00 (check #2609). This donation is for the AG Science Program.
5. Tracy Unified School District/Kimball High School ASB: From: Kimball High School Athletic Booster Club. The donation is in the amount of \$7,146.10 (check #1156). This donation is for the Kimball High School Football team.
6. Tracy Unified School District/Tracy High School ASB: From: Claudia Arnaudo. The donation is in the amount of \$500.00 (check #2273). This donation is for a Scholarship.
7. Tracy Unified School District/George Kelly School: From: Rhonda Crook. The donation is in the amount of \$800.00 (check #9078). This donation is for smart boards for the site.

8. Tracy Unified School District/George Kelly School: From: Rhonda Crook. The donation is in the amount of \$1,500.00 (check #9063). This donation is for smart boards for the site.
9. Tracy Unified School District/George Kelly School: From: George Kelly PTO. The donation is in the amount of \$7,000.00 (check #1208). This donation is to help fund technology and supplies for the accelerated reader program.
10. Tracy Unified School District/George Kelly School: From: George Kelly ASB. The donation is in the amount of \$2,000.00 (check #2676). This donation is to help fund the IXL Program.
11. Tracy Unified School District/George Kelly School: From: George Kelly ASB. The donation is in the amount of \$541.03 (check #2649). This donation is a reimbursement for half of Brain Pop.

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 29, 2011
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

Board Approved	Vendor	Insurance Expires
*FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE BELOW		
2/12/08	Toucan Jam, Sue Lomolino - www.toucanjam.net, 832-0331, sue@theothercheek.com	4/25/2011
11/9/10	Arts Echo Children's Theater Center - Arithmetickle. Ben Bendor 800-341-3585. www.arithmetickle.com	4/25/2011
9/28/10	Bebe Conrad, Benny & Bebe's Magic Circus, www.magiccircus.com, info@magiccircus.com, (415) 457-4FUN (4386)	4/25/2011
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2011
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2011
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2011
12/14/10	David Greenberg - Author - 360-560-7766. fax # 503-842-1290. authilus@teleport.com.www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2011
3/8/11	Andrew Trosien, DDS. 2850 Tracy Boulevard #300 Tracy, CA 95376 833-1240	7/1/2011
4/12/11	Marquis Entertainment - DJ (209) 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	7/1/2011
10/9/07	Prismatic Magic - Christopher Volpe -973-283-9006 chris@prismaticmagic.com, frank@prismaticmagic.com	7/16/2011
4/12/11	Explorit Science Center - 530-756-0191, explorit@explorit.org, www.explorit.org	7/21/2011
4/12/11	LMG Attractions-DJ Services - Dave Tillman - 275-0226, www.lmgattractions.com/, yaddadave@hotmail.com	8/1/2011
1/25/11	Magic of Dexter - Brian Poindexter - dexter@magicofdexter.com. www.magicofdexter.com. No animals or fire.	8/15/2011
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2011

Board Approved	Vendor	Insurance Expires
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	8/28/2011
4/12/11	John Searle - Stage Workshops, johnsearles1@aol.com, www.johnsearlesfights.com/index.shtml	8/31/2011
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program 1-866-816-5808, To view a video clip of the show, go to www.sorenbennick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2011
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	3/20/2012
4/12/11	The Keith Show - keith@comedyjuggling.com, 415.863.1308, www.keithshow.com	4/25/2012
3/8/11	Peacemakers - Paul Hall -phall@tusd.net or Kevin James - kev4jam@sbcglobal.net	11/1/2012
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2011
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2012
11/9/10	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441-stephensm@pacificdentalservices.com, Cammy Harvey - harvey@pacificdentalservices.com. www.tracysmilesdental.com. 2600 S. Tracy Blvd. Ste. 160 & 170	1/1/2012
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	Indemnification approved, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1

Board Approved	Vendor	Insurance Expires
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523. www.getrealbehindthewheel.org	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
	ADDING:	
	DJ Ran Productions-Mobilie Disc Jockey Services. djr@mail.com, www.djran-tracy.webs.com, 229-3802, djranproductions@live.com	5/1/2012
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p> <p>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.</p>		
FOOD VENDORS:		
OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly		
8/10/10	Shorter's Rib Pit & Catering 839-2290, 16 E. 9th Street, Tracy,	4/9/2011
5/11/19	Chevy's 839-2241, www.chevys.com	5/9/2011
1/11/11	Tracy Breakfast Lions- Dennis Smith 627-8068, 835-5077, copsonline@comcast.net	9/1/2011
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2011
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2011
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p>		

Board Approved	Vendor	Insurance Expires
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – \$1,000.		



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: April 28, 2011
SUBJECT: Approve 2011-2012 Designation of CIF Representatives to League

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A

RECOMMENDATION: Approve 2011-2012 Designation of CIF Representatives to League.

Prepared by: Dr. James C. Franco, Superintendent.



MARIE M. ISHIDA, EXECUTIVE DIRECTOR

CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4555 DUCKWEEN DRIVE • SACRAMENTO, CA 95834 • (916) 238-4477 • FAX (916) 238-4478 • CIFSTATE.ORG

2011-2012 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than July 1, 2011.

TRACY UNIFIED School District/Governing Board at its 5/10/11 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2011-2012 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL WEST HIGH SCHOOL

NAME OF REPRESENTATIVE JEFF FRASE

POSITION PRINCIPAL

ADDRESS 1987 W. Lowell Ave

CITY Tracy

ZIP 95376

PHONE 209/830-3370

FAX 209/830-3371

E-MAIL jfrase@tusd.net

NAME OF SCHOOL WEST HIGH SCHOOL

NAME OF REPRESENTATIVE MATT LOGGINS

POSITION ATHLETIC DIRECTOR

ADDRESS 1987 W. Lowell Ave

CITY Tracy

ZIP 95376

PHONE 209/830-3370

FAX 209/830-3371

E-MAIL mloggins@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL

NAME OF REPRESENTATIVE JASON NOLL

POSITION PRINCIPAL

ADDRESS 315 E. 11th Street

CITY Tracy

ZIP 95376

PHONE 209/830-3360

FAX 209/830-3361

E-MAIL jnoll@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL

NAME OF REPRESENTATIVE GARY HENDERSON

POSITION ATHLETIC DIRECTOR

ADDRESS 315 E. 11th Street

CITY Tracy

ZIP 95376

PHONE 209/830-3360

FAX 209/830-3361

E-MAIL ghenderson@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. James Franco Signature _____

Address 1875 W. Lowell Ave.,

City Tracy

Zip 95376

Phone 209/830-3201

Fax 209/830-3204

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE. SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.



MARIE M. LANDA, EXECUTIVE DIRECTOR

CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4655 DOCKERSH DRIVE • SACRAMENTO, CA 95834 • (916) 239-4477 • FAX (916) 239-4478 • CIFSTATE.ORG

2011-2012 Designation of CIF Representatives to League

PAGE 2 OF 2

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than July 1, 2011.

TRACY UNIFIED School District/Governing Board at its 5/10/11 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2011-2012 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE CHERYL DOMENICHELLI POSITION PRINCIPAL
ADDRESS 3200 Jaguar Run CITY Tracy ZIP 95377
PHONE 209/832-6600 FAX 209/832-6601 E-MAIL cdomenichelli@tusd.net

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE TBA POSITION ATHLETIC DIRECTOR
ADDRESS 3200 Jaguar Run CITY Tracy ZIP 95377
PHONE 209/832-6600 FAX 209/832-6601 E-MAIL

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____
Address _____ City _____ Zip _____
Phone _____ Fax _____

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE. SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES. PAGE 2 OF 2



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 29, 2011
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: All About Play
Site: McKinley SCD Preschool
Item: Quotation
Services: Little Tikes Play Structure for McKinley SDC Preschool playground.
Cost: \$15,997.73
Project Funding: Special Education AARA General Fund

B. Vendor: RGM & Associates
Site: McKinley SCD Preschool
Item: Agreement
Services: Construction management services to assist the District with all planning, bidding and project closeout for the new play structure and pour-in-place rubber surface in the McKinley SDC Preschool playground
Cost: \$3,000.00 Not to Exceed
Project Funding: Special Education AARA General Fund

C. Vendor: AMTECH
Site: South/West Park Elementary School
Item: Proposal
Services: Consultant to survey roof area, determine existing conditions, provide specs and drawings for construction and site observations during the roofing construction period.
Cost: \$8,200.00
Project Funding: Deferred Maintenance/Unrestricted Facilities General Funds

D. Vendor: A.M. Stephens Construction Company
Site: Kimball High School – Portables
Item: Notice of Completion
Services: Contractor provided the site work for the portables to be placed at Kimball High School including grading, excavation, building foundations, interior building finishes and casework.
Cost: \$371,900.00 Change Orders: \$20,405.57 Total Contract: \$392,305.57
Project Funding: Developer Fees/Mitigation Fees



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 29, 2011
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: KNN Public Finance
Site: Measure E Bond Oversight
Item: Proposal - Ratify
Services: Prepare and file annual continuing disclosure report for Measure E Bond projects
Cost: \$1,500.00
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

B. Vendor: Roebbelen Contracting, Inc.
Site: Tracy High School – Modernization/Reconstruction – Cafeteria/Classrooms
Item: Change Order # 10
Services: Scope of work documented on the change order summary.
Cost: \$14,690.00; Deduction from contingency allowance previously included in contract.
Project Funding: Measure E Bond Funds and SSBF

C. Vendor: RGM & Associates
Site: Tracy High School – Modernization/Reconstruction – Alarm System
Item: Agreement
Services: Construction management services to assist the District with all planning, bidding and project closeout for the completion of the fire and intrusion alarm system at Tracy High School.
Cost: \$8,500.00 Not to Exceed
Project Funding: Measure E Bond Funds and SSBF

D. Vendor: RGM & Associates
Site: Tracy High School – Modernization/Reconstruction – Painting
Item: Agreement
Services: Construction management services to assist the District with all planning, bidding and completion of the exterior painting of buildings B, J, K, L & M at Tracy High School.
Cost: \$3,500.00 Not to Exceed
Project Funding: Measure E Bond Funds and SSBF

E. Vendor: Horizon Painting
Site: Tracy High School – Modernization/Reconstruction – Painting
Item: Agreement
Services: Contractor to repaint the exterior of buildings B, J, K, L & M at Tracy High School.
Cost: \$67,000.00
Project Funding: Measure E Bond Funds and SSBF

F. Vendor:	AMS.Net
Site:	Tracy High School – Modernization/Reconstruction – Library/Classrooms
Item:	Quote - Ratify
Services:	Wireless Network System; Aironet 1200 Series and Antennas
Cost:	\$858.05
Project Funding:	Measure E Bond Funds and SSBF



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 29, 2011
SUBJECT: Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: KNN Public Finance
Site: Measure S Bond Oversight
Item: Proposal - Ratify
Services: Prepare and file annual continuing disclosure report for Measure S Bond projects
Cost: \$1,500.00
Project Funding: Measure S Bond Funds

B. Vendor: AT&T
Site: McKinley Elementary School
Item: Application Contract - Ratify
Services: Engineering/Construction labor and materials for the placement of new cable, terminal testing and disconnection of old MPOE and cable.
Cost: \$4,816.02
Project Funding: Measure S Bond Funds

C. Vendor: Tracy Signs, Inc.
Site: All Schools
Item: Quote
Services: Cisco IP Security Surveillance Project, video surveillance signs.
Cost: \$4,894.40
Project Funding: Measure S Bond Funds and Kimball High School Funds

D. Vendor: HP
Site: All Schools
Item: WSCA Quote
Services: Cisco IP Security Surveillance Project, viewing workstations.
Cost: \$61,851.38
Project Funding: Measure S Bond Funds and Kimball High School Funds

E. Vendor: Bockmon and Woody Electrical, Inc.
Site: IGCG School
Item: Agreement
Services: Cabling/Rack Infrastructure Project. Project #2011-002 – Modernization of Cabling Communications Infrastructure.
Cost: \$77,228.00
Project Funding: Measure S Bond Funds

F. Vendor: Bockmon and Woody Electrical, Inc.
Site: Freiler School
Item: Agreement
Services: Cabling/Rack Infrastructure Project. Project #2011-003 – Modernization of Cabling Communications Infrastructure.
Cost: \$126,027.00
Project Funding: Measure S Bond Funds

G. Vendor: AMS.NET
Site: Kelly School
Item: Agreement
Services: Cabling/Rack Infrastructure Project. Project #2011-004 – Modernization of Cabling Communications Infrastructure.
Cost: \$165,630.18
Project Funding: Measure S Bond Funds

H. Vendor: Bockmon and Woody Electrical, Inc.
Site: Poet-Christian School
Item: Agreement
Services: Cabling/Rack Infrastructure Project. Project #2011-005 – Modernization of Cabling Communications Infrastructure.
Cost: \$91,503.00
Project Funding: Measure S Bond Funds

I. Vendor: AMS.NET
Site: West High School
Item: Agreement
Services: Cabling/Rack Infrastructure Project. Project #2011-006 – Modernization of Cabling Communications Infrastructure.
Cost: \$460,000.00
Project Funding: Measure S Bond Funds

J. Vendor: Bockmon and Woody Electrical, Inc.
Site: Multiple School Sites
Item: Agreement
Services: Wireless Access Project. Project #2011-007 – Modernization of Cabling Communications Infrastructure for Bohn School, Duncan-Russell School, Hirsch School, Jacobson School, North School, South/West Park School, Stein High School, Williams Middle School, and Villalovoz School.
Cost: \$81,600.00
Project Funding: Measure S Bond Funds

K. Vendor: En Pointe Technologies
Site: Multiple School Sites
Item: Bid Quote
Services: Wireless Access Project #2011-008 – Cisco IP Wireless Access Devices.
Cost: \$122,866.17
Project Funding: Measure S Bond Funds

L. Vendor: NWN Corporation (formally Western Blue)
Site: Tracy High School – Theater, Ag Shop & Portables
Item: Quote - Ratify
Services: Liebert UPS Project; provide UPS equipment and MPH rack mounted PDU for the rest of the IDF racks at Tracy High School.
Cost: \$6,251.25
Project Funding: Measure S Bond Funds

M. Vendor: Anixter
Site: All Schools
Item: Quote - Ratify
Services: Cisco IP Security Camera Project; patch cables
Cost: \$3,163.04
Project Funding: Measure S Bond Funds

N. Vendor: Anixter
Site: All Schools
Item: Quote - Ratify
Services: Cisco Wireless Network Project; patch cables
Cost: \$2,248.37
Project Funding: Measure S Bond Funds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 21, 2011
SUBJECT: Ratify Master Contract with Northern California Preparatory School

BACKGROUND: A Tracy Unified School District student with an IEP attends the Northern California Preparatory School, a nonpublic school for students with exceptional needs. The IEP team for this student determined that the needs of this student could not be met in a public school placement at this time. Ratification is requested to prevent a lag in services, per state and federal law.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's need for intensive intervention. This request supports District Goal #2: Provide a safe environment for students and staff that is conducive to learning, and District Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: The total contract expenses for this school year include per diem costs for basic education and transportation. Expenses will not exceed \$13,477.40 for the time period of March 7 to June 30, 2011. Seventy percent of contract expenses will be reimbursed by the San Joaquin County SELPA. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract with Northern California Preparatory School

Prepared by: Dr. Janet Skulina, Director of Special Education

San Joaquin County SELPA
CONTRACT YEAR –2010-2011

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

(Education Code Section 56157, 56365, et. seq.)

DEFINITIONS

A. This Master Contract is made and entered into this 7th day of March, 2011 between the Tracy (district, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of **San Joaquin** hereinafter referred to as the local educational agency ("LEA") and Northern California Preparatory School (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6

B. It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.

C. A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)

D. If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).

E. A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.

F. If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.

G. Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.

H. A facility may not require, as a condition of placement that a child be identified as an IWEN.

I. Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).

J. Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.

K. "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

- 1.1. This contract may only be modified or amended by a written document executed by CONTRACTOR and LEA.
- 1.1.1. This contract shall include an ISA prepared by the LEA within three (3) business days in accordance with the IEP for each pupil who is scheduled to receive special education and/or designated instruction services through a NPS/A.
- 1.2. Changes in any educational instruction, services or placement provided under the contract may only be made on the basis of revisions to a pupil's IEP on the IEP forms of the LEA, mediated agreement, an order from the Office of Administrative Hearings Special Education Unit ("OAH"), and/or an order rendered by a court of competent jurisdiction.
- 1.3. At any time during the term of the contract, the parent, NPS/A or LEA may request a review of a pupil's IEP, subject to all procedural safeguards required by law.
- 1.4. Changes in the administrative or financial agreements of the contract which do not alter the ISA that outlines each pupil's educational instruction, services or educational placement may be made at any time during the term of the contract, as mutually agreed in writing by CONTRACTOR and LEA.
- 1.5. Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

2. RENEWAL OF CERTIFICATION

- 2.1. The NPS shall provide the SELPA in which they are located with written notification of its intent to seek recertification per EC 56366.1 and no later than September 30th.

3. NOTICES

All notices involving: 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA pupil's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subcontractor's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service.

Notices/bills mailed to LEA shall be addressed to:

Attention: Dr. Janet Skulina

Name

Tracy Unified School District

LEA

1875 W. Lowell Ave

Address

Tracy CA 95376

City State Zip

209-830-3270 209-830-3274

Phone Fax #

Notices to CONTRACTOR:

Name

Nonpublic School/Agency

Address

City State Zip

Phone Fax#

4. DISPUTES

- 4.1. Disagreements between LEA and CONTRACTOR concerning the meaning, requirements or performance of this contract shall be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction or designee when the County Superintendent is a party to the contract. The County Superintendent, or the State Superintendent, or designee, shall render a decision in writing which shall be binding upon the parties.

5. SUBCONTRACTOR AND ASSIGNMENT

- 5.1. This contract binds the successors, assignees, agents and representatives of CONTRACTOR.
- 5.2. CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this contract without first obtaining written approval from LEA.
- 5.2.1. Such approval shall be attached and made part of this contract, as well as the contract with the subcontractors.
- 5.2.2. Subcontracts shall be entered into only with NPS/As certified by the CDE. If a NPS/A certified by the CDE is not available, subcontracts may be entered into with personnel who are licensed according to Title V regulations.
- 5.3. During the entire term of this contract and any extension or modification thereof, CONTRACTOR assures LEA that subcontractors shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$500,000 for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 5.3.1. The CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the CONTRACTOR and the LEA at least thirty (30) days prior to cancellation or material change in coverage.
- 5.4. CONTRACTOR assures LEA that subcontractors providing transportation shall keep in effect a liability insurance policy providing at least \$3,000,000 coverage, per occurrence.
- 5.4.1. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA. Certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

6. INDEPENDENT CONTRACTOR STATUS

- 6.1. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

7. CONFLICT OF INTEREST

- 7.1. CONTRACTOR agrees to furnish to LEA a copy of its current list of bylaws, and a current list of its Governing Board of Directors (or Trustees), if it is incorporated.
- 7.2. CONTRACTOR promises and attests that the CONTRACTOR and any member of Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest including, but not limited to, employment with LEA.

- 7.3. No employee, staff member, volunteer, officer, agent, consultant or member of the Board of Directors of CONTRACTOR and no employee, staff member, volunteer, officer, agent, consultant, or member of the Board of Directors of any of the CONTRACTORS' related entities shall serve as a surrogate parent for a student receiving educational services at CONTRACTOR'S NPS.
- 7.4. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the -LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

8. TERMINATION

- 8.1. This Master Contract may be terminated with cause during the effective period of the Contract. The contract may be terminated without cause at any time during the effective period if the parties mutually agree in writing to such early termination.
- 8.1.1. To terminate the contract with cause, either party shall give twenty (20) days written notice prior to the date of the termination.
- 8.1.2. LEA shall not be required to give twenty (20) days notice of termination when the health and/or safety of student/staff are endangered.
- 8.1.3. Prior to the termination of this agreement for cause, LEA will provide written notice to the NPS of the conditions that, in the opinion of LEA, are grounds for a termination for cause.
- 8.1.3.1. The NPS shall have ten (10) business days to respond in writing to these concerns.
- 8.1.3.2. Within ten (10) business days of the NPS response, LEA and NPS shall meet to agree upon a Plan of Correction by which the NPS can correct and resolve the final agreed upon items that must be corrected to prevent termination.
- 8.1.3.3. Following the development of the Plan of Correction, the NPS shall have ten (10) business days to implement all agreed upon corrections and to provide written notification to the LEA of the successful completion of the changes.
- 8.1.3.4. This provision shall not apply if Section 8.1.2 is invoked due to a health and/or safety risk to the students.
- 8.1.4. Upon termination of CONTRACTOR, LEA shall pay without duplication, for all services not under dispute and for verified expenses incurred to date of termination.
- 8.2. In consideration of this payment, CONTRACTOR waives all right to any further payment or damage, and shall turn over to LEA everything pertaining to its services hereunder possessed by CONTRACTOR or under its control at the time of termination.
- 8.3. When the LEA becomes aware that the pupil's education is no longer its responsibility, the LEA shall provide written notice within one (1) business day to CONTRACTOR for termination of the ISA.
- 8.4. The LEA shall not terminate an ISA because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.

9. INSPECTION AND AUDIT

- 9.1. CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law.

- 9.2. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary information.
- 9.3. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.
- 9.4. Commencing July 1, 2006 the NPS shall submit the following to the CONTRACTOR:
 - 1) separate financial records for each entity a NPS/A operates with each entity identified separately from any licensed children's institutions (LCI) it operates, and 2) an annual budget for each entity demonstrating that rates are reasonable to support the operation shall be submitted by June 1st of each contract year. An entity wide annual audit shall be submitted that clearly documents the amount of monies received and expended on the education program provided by the NPS shall be submitted no later than 7 months following completion of the fiscal year. Relationship between various entities operated by the same entity shall be documented.

10. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless LEA and its governing board, officers, officials, employees, agents and volunteers from and against all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation, regardless of the forum of the litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of services under this contract or its failure to comply with any of its obligations contained in this contract, except such loss or damage which was caused by the sole negligence or willful misconduct of LEA.

11. INSURANCE

- 11.1. During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$3,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 11.2. No later than the effective date of this contract, CONTRACTOR's insurer shall provide LEA with satisfactory evidence of the insurance required by this section. CONTRACTOR will send written notice of cancellation to the LEA at least thirty (30) days before cancellation of/or material change to the coverage specified in 11.1 above.
- 11.3. CONTRACTOR shall, at its own cost and expense, procure and maintain insurance under the Worker's Compensation law. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.
- 11.4. CONTRACTOR recognizes that the LEA's insurance requirement may be revised in terms of limits and/or coverage. If LEA determines that additional coverage is necessary, LEA will reopen negotiations to discuss the cost of this additional coverage.
- 11.5. LEA shall be named as an additional insured for all liability arising out of operations by or on behalf of the CONTRACTOR hereunder. CONTRACTOR's insurance provided herein shall be primary and no insurance held or owned by the LEA shall be called upon to contribute to a loss.

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- 12.1. In addition to the certification requirements set forth in Sections 56366 and 56366.1, a NPS/A that provides special education and related services to an IWEN shall certify in writing to the superintendent that it meets all of the following requirements:
 - 12.1.1. It will not accept a pupil with exceptional needs if it cannot provide or ensure the provision of the services outlined in the pupil's IEP.

- 12.1.2. Pupils have access to the following educational materials, services, and programs to the extent available at the LEA in which the NPS/A is located.
- 12.1.2.1. Standards-based, core curriculum and the same instructional materials used by the LEA in which the NPS/A is located.
- 12.1.2.2. College preparation courses.
- 12.1.2.3. Extracurricular activities, such as art, sports, music, and academic clubs.
- 12.1.2.4. Career preparation and vocational training, consistent with transition plans pursuant to state and federal law.
- 12.1.2.5. Supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.
- 12.1.3. The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.
- 12.1.4. The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.
- 12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's ISA, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity.
- 12.3. Unless the extra curricular activities take place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP.
- 12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs. CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

13. DEFINITION OF PARENT

- 13.1. For the purpose of the contract, a parent is the natural parent, adoptive parent, legal guardian or surrogate parent who is appointed by the District (LEA) in compliance with EC 56050 or as otherwise provided by law.
- 13.2. CONTRACTOR acknowledges and agrees that under legally defined circumstances, the LEA is the entity that has the authority to appoint a surrogate parent for students under its jurisdiction and receiving educational services at CONTRACTOR'S NPS.
- 13.3. In addition, CONTRACTOR acknowledges and agrees that only a parent who holds educational rights for his/her child may designate another adult individual to represent the interests of his/her child for educational and related services.
- 13.4. Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or related services for a child. (California Education Code section 56028)

14. DEFINITION OF DAY

- 14.1. For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

15. QUALIFIED PERSONNEL AND CLASS SIZE

- 15.1. CONTRACTOR shall provide appropriately credentialed teachers and substitute teachers, licensed personnel and class size consistent with the California laws and regulations and published LEA requirements existing at the time of CONTRACTOR's execution of this contract. This is in effect unless the CDE has granted a written waiver with respect to state laws, regulations or the LEA with respect to its requirements.
- 15.1.1. CONTRACTOR, pursuant to Title V § 3064, shall deliver instruction by utilizing personnel who possess a credential authorizing the holder to deliver special education instruction according to the age range and disabling conditions of the students. Personnel will provide services only within the professional scope of practice of each provider's license, certification, and /or credential.
- 15.1.2. CONTRACTOR shall insure that the ratio of credentialed teachers to students is no greater than 1:12. CONTRACTOR is to include auxiliary personnel as needed to ensure a ratio of no less than 1 adult to 6 students.
- 15.1.3. CONTRACTOR shall ensure that staff providing behavior intervention implementation services are qualified and that pupils are receiving the specific level of supervision required by the pupil's IEP. (Title V, Regulation 3001(e))
- 15.2. CONTRACTOR shall comply with EC 45340 through 45356 regarding qualifications of instructional aides and teacher assistants and EC 45349 for volunteers.
- 15.3. Upon submission of the master contract, at the start of each school year, CONTRACTOR shall provide LEA with a list of professional staff and copies of credentials, licenses, and/or registration numbers held by its employees, subcontractors, and agent.
- 15.3.1. CONTRACTOR shall immediately notify LEA and CDE in writing and provide copies of appropriate credential(s) and/or license(s) if a change of staff occurs that directly affects the pupils.
- 15.4. CONTRACTOR shall be responsible for assuring that all fingerprint clearances, credentials, and licenses held by its employees, agents and subcontractors are valid. Education credentials shall be on file at the office of the County Superintendent of Schools. Copies of credentials, licenses, certificates and authorizations for specific agency services shall be attached to this contract.
- 15.5. CONTRACTOR shall notify LEA within three (3) business days in writing and provide copies of appropriate credentials and/or license(s) if a change of staff occurs which directly affects the pupils. CONTRACTOR shall immediately notify LEA in writing when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- 15.6. CONTRACTOR shall provide copies to LEA of all licenses, credentials, and/or documents evidencing other qualifications of a newly employed, contracted, and/or otherwise hired individual before that individual begins providing special education and/or related services to LEA students.
- 15.7. CONTRACTOR shall require all volunteers, subcontractors, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. The CONTRACTOR may waive this requirement for subcontractors if CONTRACTOR determines that it is not required to fingerprint a subcontractor pursuant to EC Section 45125.1(a) (contractor is not performing school/classroom janitorial, school site administrative or grounds and landscape maintenance, pupil transportation or school site food-related work), EC Section 45125.1(b) (service being performed in emergency or exceptional situation when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable), EC Section 45125.1(c) (Contractor determines that subcontractor will have limited contact with pupils), or EC 45125.2 (steps have been taken to ensure safety of pupils from construction subcontractors by one of the

designated methods). CONTRACTOR shall certify in writing to the LEA at the beginning of each new contract year that CONTRACTOR has complied with EC 44237 AND 45125.1.

- 15.8. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is employed, contracted, and/or otherwise hired.
- 15.9. CONTRACTOR shall require submission of written assurances from subcontractors that they have met fingerprint requirements.
- 15.10. When a classroom teacher is absent, CONTRACTOR shall always maintain the contractual teacher to student ratio of 1:12. After three (3) school days of absence of the classroom teacher, the CONTRACTOR shall attempt to employ a fully or emergency credentialed substitute teacher to cover the absent teacher's classroom. If unable to secure a substitute, the CONTRACTOR may reconfigure classes to ensure that students have supervision/instruction by another person with a credential and, at the same time, maintain the contractual teacher to student ratio of 1:12. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain in the classroom during all instructional time.
- 15.10.1. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to the requirements.
- 15.11. In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties.

16. SCHOOL CALENDAR

- 16.1. CONTRACTOR shall submit a school calendar with the total number of billable days not to exceed 180 instructional days plus such additional days approved in writing by LEA.
- 16.2. Extended School Year (ESY) will be offered for a minimum of twenty (20) days for students in grades preK-12, unless otherwise indicated in the student's IEP.

17. ATTENDANCE ACCOUNTING/REPORTING

- 17.1. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the ISA for each pupil.
- 17.1.1. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs or minutes specified in student's IEP.
- 17.2. CONTRACTOR shall keep attendance of each pupil daily and report attendance monthly with billing invoices to LEA using forms issued by the LEA, with the signature of the person providing the service (i.e., teacher, occupational therapist, speech therapist, etc.).
- 17.2.1. Separate attendance forms must be submitted for all related services as specified on IEP.
- 17.2.2. CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms.
- 17.3. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
- 17.4. The LEA, _____ shall be notified immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.) and when the student returns to school.

- 17.5. CONTRACTOR shall notify parents in writing of parent's obligation to notify the CONTRACTOR of changes of pupil's/parent's residence.
- 17.6. Within one (1) business day after CONTRACTOR becomes aware of pupil's and/or parent's change of residence, the CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence.
 - 17.6.1. Costs for services delivered after the actual date of a pupil's change of residence to another district will not be the responsibility of the LEA.
 - 17.6.2. If the pupil is a Chapter 26.5 eligible student enrolled in a residential NPS placement covered by this contract and the pupil's parent moves to another SELPA, the current SELPA will be fiscally responsible for NPS placement and service as outlined in the pupil's IEP until the end of the current fiscal year. Provisions of McKinney Vento (homeless) legislation will be followed.
- 17.7. CONTRACTOR shall immediately report by telephone and fax to LEA _____ if a pupil is disenrolled from the NPS by the parent.
 - 17.7.1. CONTRACTOR shall confirm such telephone call in writing.
- 17.8. No later than the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA, Attn: _____.
 - 17.8.1. If CONTRACTOR fails to provide such notice after the 4th consecutive absence, the CONTRACTOR shall not be compensated for services delivered after the 4th day of absence.
- 17.9. For students whose parents live in the district and for students residing in Licensed Children's Institutions or Foster Family Homes, the LEA shall reimburse CONTRACTOR for five (5) excused absences per semester.
 - 17.9.1. Other than the allowable five (5) excused absences per semester, CONTRACTOR's payment will be based on the student's actual attendance at the site where the NPS/NPA service is to be provided per student's IEP. For this provision, ESY will be considered part of the previous semester.
 - 17.9.2. For each absence over the allowed five (5) excused absences per semester, the aforementioned reimbursement/payment will be reduced by the local daily revenue amount, \$_____. All appropriate claims for the allowable excused absences must be verified and maintained by the service provider.
 - 17.9.2.1. The excused absence verification/documents shall be sent with the attendance register to the LEA with the signature of the person providing the service (i.e., teacher/occupational therapist/speech therapist).
- 17.10.1 CONTRACTOR shall notify the LEA in writing (email or fax) once transportation has been arranged and a new student is ready to begin attending. The LEA will contact the CONTRACTOR and transportation company, if applicable, to verify a start date and authorize payment.
- 17.10.2 CONTRACTOR shall notify the LEA in writing (email or fax) within 24 hours of anticipated start and drop dates, including change of student residence.
- 17.10.3 CONTRACTOR shall send monthly attendance from student database within one week of the reporting period to assist the LEA in the pursuit of the SARB process for truant students.

18. INSTRUCTIONAL MINUTES

- 18.1. The total number of instructional minutes per school day provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools and shall be specified in the ISA developed for each pupil.
 - 18.1.1. Unless otherwise specified on the student's IEP, the number of instructional minutes per day shall be the following, which includes recess, lunch and passing time.
 - 18.1.1.1. 150 instructional minutes for pre-kindergarten,

- 18.1.1.2. 200 instructional minutes for kindergarten,
- 18.1.1.3. 300 instructional minutes for elementary grades one through eight, and
- 18.1.1.4. 360 instructional minutes for secondary grades nine through 12.
- 18.1.2. Minimum day is equal to 240 instructional minutes, which includes breaks, recess, and lunch.
- 18.2. The total number of annualized minutes of instruction shall be equivalent to those provided to other students in the LEA.
- 18.3. Lunch and breaks may only be considered instructional time if the student requires goals and objectives for that time and are written in the IEP.

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

- 19.1. The CONTRACTOR is responsible for providing the student's special education teacher and the personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. When requested, LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP and assessment information (e.g.: psycho-educational reports) in advance of the IEP meeting.
- 19.3. A NPS shall ensure the opportunity for private and confidential communication between a pupil of the NPS and any member/s of the IEP team, at the pupil's discretion. The NPS shall provide the LEA with documentation of the method that students are given with respect to the opportunity to speak confidentially to any member of the IEP team. Students shall be notified of this right in a manner consistent with their developmental capacity. The LEA shall be permitted to meet privately and confidentially with the student upon request. NPS shall provide an appropriate area for such meeting.
- 19.4. The LEA shall conduct an annual evaluation as part of the IEP process of whether the placement is the LRE to meet the student's needs. This evaluation shall include consideration of supplementary aids and services, goals and objectives and behavioral programming necessary for placement in the LRE and to enable students to transition to a less restrictive setting.
- 19.5. The CONTRACTOR is expected to have draft IEP present levels, goals and objectives, (BSP) Behavior Support Plans, and (ITP) Individual Transition Plan, if appropriate, completed and entered into the appropriate electronic forms a minimum of 7 days prior to the IEP meeting so that the LEA can review the documents.
- 19.6. The CONTRACTOR must email or fax written notice to the LEA 30 days prior to an IEP meeting due date (75 days prior to a triennial) to ensure all parties awareness of an upcoming meeting. Failure to do so resulting in out-of-compliance IEPs, may, at the discretion of the LEA, result in withholding of payment at the daily rate until such time as the IEP meeting is held and is no longer out-of-compliance. Students that are enrolled within the above timeframes shall have the NPS notify the LEA within 5 days of the annual or triennial.

20. INSTRUCTION/CURRICULUM

- 20.1. CONTRACTOR shall provide pupils a program of educational instruction and services within the NPS/A, which is consistent with each pupil's IEP as specified in each pupil's ISA.
- 20.2. The general program of instruction provided to pupils under ISA shall be responsive to the LEA's required sequence of courses and related curriculum for pupils as well as the California Department of Education Guidelines related to best practices for specific disabilities (e.g., learning handicapped, emotionally disturbed, etc.).
- 20.2.1. Courses provided by the CONTRACTOR shall parallel the LEA's courses and will be designated by grade level.

- 20.3. CONTRACTOR shall provide pupils a written course of study (EC 33190, 51014) designed to meet or exceed standards for graduation. This shall be described in writing and a copy provided to LEA prior to the effective date of this contract.
- 20.3.1. It is expected that a student's schedule would reflect those classes that are required for graduation, if on a graduation track. The ESY program should be designed to offer core academics unless otherwise specified on the pupil's IEP.
- 20.3.2. For a student to be eligible for off-grounds work experience, the student must have achieved a measurable level of responsibility and independence, close to emancipation, or about to be eligible for mainstreaming. It is expected that there would be constant, appropriate, and/or mutually approved supervision of the student. At no time, should a student be unsupervised.
- 20.4. Designated instruction and services provided by a NPA will only be provided during the period of the pupil's regular or extended school year program, or both unless otherwise specified by the pupil's IEP.
- 20.5. CONTRACTOR shall have a plan to implement transition services as stated in the IEP.
- 20.6. CONTRACTOR agrees to use IEP forms/format of the LEA.
- 20.7. Any off-campus trips, whether walking or by transportation in a vehicle, require notification of parents (guardian) and signature giving permission for these trips. The date and time of the trip must be included in the permission form. These permission forms are to be kept on record at the school site.

21. NUTRITION

- 21.1. The CONTRACTOR is required by the State Meal Mandate (EC 49550) to provide nutritious meals to needy children. Lunch shall be served as close as possible to the mid-day of the instructional program.

22. DISCIPLINE

- 22.1. CONTRACTOR shall certify in writing to the superintendent that it has and abides by a written policy for pupil discipline that is consistent with State and Federal law.
- 22.2. CONTRACTOR shall abide by established LEA policies on prohibition of corporal punishment, pupil transfer, suspensions and expulsions, and positive behavioral interventions.
- 22.3. The site principal of the NPS shall comply with Education Code in fulfilling their responsibilities and duties with respect to the suspension of students.
- 22.4. CONTRACTOR shall have a written policy regarding suspension and expulsion procedures.
- 22.5. CONTRACTOR shall immediately notify and provide written documentation to LEA each time a pupil is removed from the instructional setting, by a school official, due to disciplinary issues, including the reason for said suspension. Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and amount of time suspended.

23. MONITORING

- 23.1. CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA.
- 23.2. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, review service logs and related documentation, including the behavioral intervention plan, if any.
- 23.3. CONTRACTOR agrees that LEA representative may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR's site administrative office.

- 23.3.1. The superintendent shall monitor the facilities, the educational environment and the quality of the educational program including the teaching staff, the credentials authorizing service, the standards based core curriculum being employed and the standard focused instructional materials used on a three year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.
- 23.3.2. CONTRACTOR shall participate in any District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.
- 23.3.3. CONTRACTOR shall participate in Coordinated Program Monitoring ("CPM") and Self Review in accordance with requirements of CDE.
- 23.3.4. CONTRACTOR understands that LEA reserves the right to institute a program audit/review. The program audit/review may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.
- 23.4. CONTRACTOR will make site's logs available for inspection by the LEA for: fire drill (EC 32001), and earthquake/disaster drills (EC 35295-35297).
- 23.5. CONTRACTOR will make available for inspection by the LEA, a current listing of names and positions of employees who have access to confidential records. (34CFR 300.572(d)).
- 23.6. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 23.7. CONTRACTOR will maintain an access log delineating: date, time, purpose of access, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR.
- 23.7.1. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records.
- 23.8. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and EC §49060 et. seq. and §56000 etc. seq.
- 23.9. CONTRACTOR assures LEA that prescribed and non prescribed medications, are distributed at school only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is to be taken. All medication shall be kept in a secure location preventing access by students and unauthorized individuals. CONTRACTOR shall also assure LEA that there is a written statement from the parent/guardian or authorized legal agent giving the school permission to dispense prescribed and non-prescribed medication to the student. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to student.
- 23.10. The LEA will assure that the NPS is in compliance with EC 56366.9 and Sec 1501.1(b) of the Health & Safety Code indicating that children with various handicapping conditions may be placed in the same educational facility and this decision will be made on the basis of individual need under the jurisdiction of a legally constituted IEP team meeting. In addition, if CONTRACTOR is also a licensed childcare institution (LCI), such CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI pupils as stated in EC § 56366.9. An LCI at which an individual with exceptional needs (IWEN) resides shall not require as a condition of residential placement that it provide the appropriate educational program to that IWEN through a NPS/A owned, operated by or associated with an LCI. Those

services may only be provided if the SELPA determines that appropriate public alternative educational programs are not available.

- 23.10.1. The CONTRACTOR will inform other placing agencies of the requirements of 56366.9 and provide the LEA documentation of such.
- 23.11. Oversight and evaluation is accomplished through annual educational progress reports toward the attainment of the goals and objectives as specified in the IEP, written serious incident reports and unannounced site visits.

24. PARENT ACCESS/RIGHTS

- 24.1. CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters.
- 24.1.1. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.
- 24.2. CONTRACTOR's operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home, including, but not limited to, holidays and weekends.
- 24.3. LEA and CONTRACTOR shall jointly ensure that parents are notified of their rights, including the right to inspect their child's records and the right to due process.

25. VACATION/HOLIDAYS

- 25.1. LEA observes legal holidays including, but not limited to, the following: Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr.'s Day, Lincoln's Day, Washington's Day, and Memorial Day, as specified in the LEA's official calendar. CONTRACTOR will not be compensated for service provided on these school holidays.

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

- 26.1. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements, and other requirements (e.g. proficiency tests, High School Exit Exam, Certificate of Completion requirements, etc.).
- 26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the quarter, ESY, or transfer according to the NPS's calendar.
- 26.2.1. Out-of-district transcripts will also be sent with the local CONTRACTOR's official transcripts when submitting to the Registrar of the school of residence, who will complete an integrated transcript. A copy of the transcripts will be sent to the SELPA Director or designee.
- 26.3. Prior to January 10th of each year, an anticipated graduation list will be sent to the Registrar of the school of residence. The LEA shall ensure that the school of residence provides diplomas/certificate of completion in accordance with IEP for any student who attended an NPS within the LEA and for whom the LEA has developed an ISA.

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

- 27.1. For pupils in grades preK-12, CONTRACTOR shall administer state and district-required tests (e.g., STAR, CAHSEE, proficiency tests, multiple measures, writing samples, etc.). The NPS/A shall determine its STAR testing period based on completion of 85% of the instructional year at

that NPS/A plus and minus ten (10) days, resulting in a 21 day period. The NPS/A shall notify the district of residence of its testing period with their instructional calendar. Staff from the NPS/A shall participate in STAR training from one LEA and that training shall be sufficient for all LEAs that send pupils to the NPS/A.

- 27.2. LEA shall provide at least thirty (30) days advance notice to the CONTRACTOR of the dates by which testing other than STAR shall be completed.
- 27.3. LEA shall coordinate with the CONTRACTOR to ensure that pupils participate in mandatory statewide assessments to the maximum extent possible, with appropriate supports, services, and accommodations per the IEP.
- 27.3.1. The district of residence shall provide the NPS with testing materials for its pupils. The LEA shall be responsible for providing necessary training and testing materials for all tests.
- 27.4. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the student's IEP.
- 27.5. CONTRACTOR shall ensure that individualized transition plans are implemented for all pupils age 16 and older.

28. PROGRESS REPORTING & ACCOUNTABILITY

- 28.1. CONTRACTOR shall send progress reports to the LEA and parent/guardian/surrogate within two (2) weeks of the end of each quarter of the NPS's calendar and within fourteen (14) calendar days after the end of Extended School Year.
- 28.2. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review by LEA's IEP team. When a pupil's enrollment is terminated, an updated exit form including withdrawal grades, enrolled courses and credits earned will be sent to the LEA.
- 28.2.1. CONTRACTOR shall complete academic or other assessment of the LEA student prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.
- 28.3. The NPS is subject to the alternative accountability system developed pursuant to section EC 52052, in the same manner as public school and each pupil placed in NPS by an LEA shall be tested by qualified staff of the NPS in accordance with that accountability program. The test results shall be reported by the NPS to the CDE and the LEA.
- 28.4. The NPS shall prepare a school accountability report (SARC) and provide a copy to the contracting LEA.
- 28.5. The superintendent shall conduct an investigation which may include an onsite visit of any NPS if there is evidence of a significant deficiency in the quality of educational services.
- 28.6. Upon receipt of notice of any alleged violation of EC 56366.9 or Section 1501(b) of the Health and Safety Code, the LEA's Uniform Complaint procedures shall be followed.

29. ACCIDENT/INCIDENT REPORTING

- 29.1. CONTRACTOR agrees to contact the LEA within one (1) business day, (phone) 209-830-3270, and complete a written accident/incident report within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Dr. Janet Skulina anytime restraint has been used.
- 29.2. CONTRACTOR agrees to contact within one (1) business day and fax an incident report to the LEA within 5 working days when Contractor becomes aware of circumstances that require

notification be made to other agencies. These circumstances may include, but are not limited to, incidents involving severe property destruction, law enforcement, allegations of molestation, child abuse, and incidents of students leaving campus without permission. In addition, immediately after a student is determined to have been absent without permission during the school day from CONTRACTOR'S NPS, CONTRACTOR shall notify the LEA, in writing of such absence.

- 29.3. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.
- 29.4. CONTRACTOR agrees to provide annual training to all employees regarding the mandated child abuse reporting laws set herein. CONTRACTOR agrees that all staff members will abide by such laws in a timely manner. Documentation of training shall be maintained in the employee's personnel file.
- 29.5. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting children who have departed campus without authorization as specified in California Education Code section 49370.

30. HEALTH AND SAFETY

- 30.1. CONTRACTOR shall require that all regular and substitute employees and volunteers provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.
- 30.2. CONTRACTOR agrees all employees, volunteers, and any other individual who may come into contact with a student on school grounds will be notified of and will follow universal health care precautions when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training to all employees and volunteers regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.
- 30.3. The superintendent shall conduct an onsite investigation of a NPS/A at anytime without prior notice if there is substantial reason to believe that there is immediate danger to the health, safety or welfare of a child.

31. ADMINISTRATION OF MEDICATION

- 31.1. CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to assist in the administration of medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who assisted in the administration of the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in

medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. EMERGENCY PRECAUTIONS

- 32.1 CONTRACTOR shall keep on file a detailed disaster plan containing complete written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to an earthquake, attack of school personnel and/or student by an individual, fire disaster, lockdown, intruder, bomb threat, medical emergencies and/or power outage. CONTRACTOR agrees to maintain and keep available for inspection by LEA or District representative a log containing the date, time, and length of all practice disaster drills completed between August 1st and July 31st during the current school year, as well as all practice drills completed during the previous three (3) years.
- 32.2 CONTRACTOR shall report within three (3) business days to LEA any violations or items found out of compliance by the fire marshal during the inspection of the premises and accompanying buildings. CONTRACTOR shall have in place an operational fire warning system that complies with all required state and federal laws. CONTRACTOR shall also have occupancy capacity signs clearly posted in all rooms if required in the California Health and Safety Code and/or by the Fire Marshal.

33. SEXUAL HARRASSMENT

CONTRACTOR shall have procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute or give the appearance of sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall allow the LEA to participate in said investigations when it involves a student. CONTRACTOR further agrees to provide annual training to all employees and students regarding regulations concerning sexual harassment and related procedures.

34. APPROPRIATE THERAPY SPACE

- 34.1 CONTRACTOR will make available appropriate therapy space for related services providers. This space shall be free from distraction and safe for students in order to provide effective services.

35. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

- 35.1 CONTRACTOR shall ensure that all staff who are not fully credentialed are directly supervised by a person who possesses a full and appropriate credential. Supervision shall include, but not be limited to, direct access by staff to his/her supervisor on a daily basis for technical support, guidance and emergency interventions in order to provide FAPE to students.

36. POSITIVE BEHAVIOR INTERVENTIONS

- 36.1. CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to the assistance of: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.
- 36.2. CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written

policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

- 36.3. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).
- 36.4. To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent and residential care provider, if appropriate, shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. A "Behavioral Emergency Report" shall immediately be completed and maintained in the individual's file. The report shall include all of the following: (1) The name and age of the individual; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the individual is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by the individual or others, including staff, as a result of the incident.
- 36.4.1. All "Behavioral Emergency Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator within the respective LEA.
- 36.4.2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan. The IEP team shall document the reasons for not conducting the assessment and/or not developing an interim plan. Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

37. STUDENT RETURN TO DISTRICT

- 37.1. When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist in the implementation of the IEP team recommendation. The CONTRACTOR shall immediately notify the LEA, if the transition to the public schools identified by the IEP team is not carried out. This may include, but not be limited to the

facilitation of: dual enrollment, course scheduling, transportation arrangements and other student supports.

38. SCHOOL CLOSURE

- 38.1. CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEPs and results of district-required testing.

39. OTHER PROVISIONS

- 39.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
- 39.2. CONTRACTOR assures LEA that it does not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

40. INDIVIDUAL SERVICE AGREEMENTS

- 40.1. This contract shall include an ISA developed for each LEA student who is to receive special education and/or related services provided by CONTRACTOR. Related services will be provided as indicated on the IEP and ISA. Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the student's IEP, mediated agreement, an order from OAH and/or an order rendered by a court of competent jurisdiction. ISAs are terminated on the same date as termination of the Master Contract.
- 40.2. CONTRACTOR shall not unilaterally terminate any ISA for a student suspension. CONTRACTOR shall obtain written authorization from LEA before terminating any ISA for reasons other than suspension.
- 40.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.
- 40.4. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

41. PAYMENT PROVISION

- 41.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
- 41.2. LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for reimbursement under California law. (EC 46010 et seq.) Per diem rates for pupils whose IEP's authorize less than a full instructional day shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day served for elementary school age students and periods for middle and high school age students.
- 41.3. Original attendance forms submitted to the LEA with invoices for payment must be completed and signed by the person providing the service, (i.e., teacher/occupational therapist/speech therapist). CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment, and shall inform service providers of their responsibility for the services being reported as rendered.
- 41.4. CONTRACTOR shall submit monthly written invoices for payment. Such invoices shall be submitted on a form, and in the manner prescribed by the California Department of Education.
- 41.5. CONTRACTOR shall submit said invoices for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered.

- 41.6. LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice or the LEA shall notify the NPS within ten (10) working days of any reason why the requested payment shall not be paid.
- 41.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 41.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 41.8. If the LEA fails to comply, the NPS may require the LEA to pay an additional amount of 1 ½ percent of the unpaid balance per month until the full payment is made
- 41.9. In no case should payment claim submission or re-billings for any Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year. Invoices received for a closed fiscal year beyond the six-month period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable.

42. RIGHT TO WITHHOLD

- 42.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
 - 42.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
 - 42.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
 - 42.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
 - 42.1.4. CONTRACTOR has failed to provide to LEA proper rebilling invoices within thirty (30) calendar days from the date that the original invoice was returned to CONTRACTOR;
 - 42.1.5. CONTRACTOR has not performed a service identified on the invoice;
 - 42.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
 - 42.1.7. CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure;
 - 42.1.8. CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; and/or
 - 42.1.9. CONTRACTOR's service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, _____;
- 42.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
 - 42.2.1. Such notice shall specify the basis for LEA's withholding payment.
 - 42.2.2. Within ten (10) business days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment.
 - 42.2.3. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to respond by an additional ten (10) business days.

43. AUDIT EXCEPTIONS

- 43.1. CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract.
- 43.2. CONTRACTOR also agrees to pay to LEA within forty-five (45) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to

CONTRACTOR's failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing.

- 43.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 43.4. Within three (3) business days, CONTRACTOR shall notify the LEA in writing when CONTRACTOR is unable to provide services to meet the requirements of this contract.

44. MAINTENANCE OF RECORDS

- 44.1. The following records shall be maintained by CONTRACTOR:
 - 44.1.1. All student records (inclusive of electronically stored records), including by way of illustration and not limitation, assessment information, evaluations (including test protocols), progress reports, incident reports, discipline reports, comment sheets, meeting summaries regarding students, registers, grade books, and roll books of teachers; daily service logs or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); staff lists specifying credential held, business licenses held, documents evidencing other qualification, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state NPS/A certifications; bylaws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.
 - 44.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

45. TERM OF CONTRACT

- 45.1. During the term of this Agreement, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA, and other local statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to: the required special education services, facilities for IWENs, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.
- 45.2. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services to be provided.
- 45.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 45.4. Should any provision in this contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.
- 45.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.
- 45.6. This contract is effective on March 7, 2011 and terminates when a newly revised contract is executed unless sooner terminated as provided herein.

RATE SCHEDULE

Education service(s) offered by CONTRACTOR, and subcontractor, if applicable and the charges for such service(s) during the term of this contract, shall be as follows:

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ As set forth in the IEP for each student	\$145.60	Day

RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	\$25.00	Day
b) Transportation – One Way	_____	_____
c) Transportation – 1 on 1 Rider (per IEP)	_____	_____
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	_____	_____
2) Counseling		
a) Educational Counseling – Individual	_____	_____
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) Adapted Physical Education	_____	_____
4) Language/Speech		
a) Language/Speech Therapy-Individual	_____	_____
b) Language/Speech Therapy-Group	_____	_____
c) Consultation	_____	_____
5) Orientation/Mobility Training	_____	_____
6) Occupational Therapy	_____	_____
7) Physical Therapy	_____	_____
8) Aides	_____	_____
9) Travel Time	_____	_____
10) Other _____	_____	_____

**** Partial Day Rate** shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day -- minutes for students (# of minutes /total number of minutes X daily rate = partial day rate). This formula will be used to calculate rate for the ISA for less than a full day, e.g., extended school year, mainstreaming, reduced attendance.

NOTES:

CONTRACTOR

Nonpublic School/Agency

Contracting Officer's Date
Signature

Name and Title (type) Date

Tax I.D. # _____

LEA

Tracy Unified School District

Name of District or Local Educational Agency

 4-8-11

Janet Skulina, Director Special Education Date

Assistant Superintendent's Signature Date
Special Education/SELPA
(Authorized Representative and Contracts Supervisor)

APPROVED AS TO FORM:

Legal Advisor

Legal Advisor Signature Date

INDEX

General Provisions/Definitions.....	1
1. Modifications and Amendments.....	2
2. Renewal of Certification.....	2
3. Notices	2
4. Disputes	3
5. Subcontractors and Assignments.....	3
6. Independent Contractor Status	3
7. Conflict of Interest	3
8. Termination.....	4
9. Inspection and Audit.....	4
10. Indemnification	5
11. Insurance.....	5
12. Free and Appropriate Public Education (FAPE)	5
13. Definition of Parent	6
14. Definition of Day.....	6
15. Qualified Personnel and Class Size	7
16. School Calendar	8
17. Attendance and Accounting/Reporting	8
18. Instructional Minutes	9
19. Individualized Education Plan (IEP)	10
20. Instruction/Curriculum	10
21. Nutrition.....	11
22. Discipline	11
23. Monitoring.....	11
24. Parent Access/Rights	13
25. Vacation/Holidays	13
26. Graduation/Diplomas/Transcripts	13
27. Assessments/Grading Policies/Transition	13
28. Progress Reporting	14
29. Accident/Incident Reporting	14
30. Health and Safety	15
31. Administration of Medication	15
32. Emergency Precautions	16
33. Sexual Harassment	16
34. Appropriate Therapy Space	16
35. Administrative Duties and Supervision of Staff.....	16
36. Positive Behavior Intervention	16
37. Student Return to District	17
38. School Closure.....	18
39. Other Provisions	18
40. Individual Service Agreements	18
41. Payment Provisions	18
42. Right to Withhold	19
43. Audit Exceptions	19
44. Maintenance of Records	20
45. Term of Contract	20
Signature Page.....	22



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 15, 2011
SUBJECT: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 15, 2011.

BACKGROUND: Pursuant to the Williams Settlement, the Valenzuela Settlement, and California Education Code Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the January 15, 2011 – April 15, 2011 reporting period.

RATIONALE: The quarterly report for the period of January 15, 2011 through April 15, 2011 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process as well as the resolution of each of those complaints. This report supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment, and research-based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: No cost

RECOMMENDATION: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 15, 2011.

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

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

District: Tracy Joint Unified School District

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

Quarterly Report Submission Date: ☐ January 18, 2011
 (check one) ☒ April 15, 2011
☐ July 15, 2011
☐ October 15, 2011

Date for information to be reported publicly at governing board meeting: May 10, 2011

Please check the box that applies:

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

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

Dr. James Franco
 Print Name of District Superintendent

 4-17-11
 Signature of District Superintendent Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 19, 2011
SUBJECT: Approve Overnight Travel for West High Key Club to Attend Relay for Life at Tracy High School on May 14-15, 2011

BACKGROUND: The Relay for Life Event has been held at Tracy High School for many years. It is an event which promotes service to the world community. The West High Key Club members will have an opportunity to give their time by walking laps around the Tracy High track for 24 hours to raise money for Cancer research. Each student is responsible for raising \$100 to qualify for overnight participation at this event. Additionally, students will solicit donations that will pay for the number of laps they complete while at the event. It has long been an event which the City of Tracy, the District and individual members of the Tracy community have supported wholeheartedly. West High Key Club students will have 2 pop up tents available to rest in. These tents are open tents, the Relay for Life coordinators do not allow closed tents for students. Each student is responsible to bring a chair or other items on which they will rest between laps. There are five (5) West High Key Club students attempting to qualify to participate in the overnight component of this event. The students will be chaperoned by Mr. Montalbo, assistant advisor for West High Key Club.

RATIONALE: The West High Key Club is a community service organization. Participating in this event helps teach students to value service and give back to their community. The Relay for Life Event inspires students to help those in need of a cure for cancer. This meets 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: The only costs involved are the \$100 requirement to participate. If students don't raise the money, they will not participate. There is no cost to West High School or Tracy Unified School District.

RECOMMENDATION: Approve Overnight Travel for West High Key Club to Attend Relay for Life at Tracy High School on May 14-15, 2011

PREPARED BY: Jeff Frase, Principal - West High School



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 19, 2011
SUBJECT: Approve Tracy Adult School Course Offerings for the 2011-2012 School Year

BACKGROUND: Each year the Board must approve a list of courses which may be offered by the Tracy Adult School for the upcoming school year 2011-2012. This approval goes to the California State Department of Education.

RATIONALE: The current document is for the annual course approval list, which is required by the State at this time. This meets District Strategic Goal #1, Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: There is no impact on the Tracy Adult School budget.

RECOMMENDATION: Approve Tracy Adult School Course Offerings for the 2011-2012 School Year.

Prepared by: Dave Pickering, Director of Adult and Career and Technical Education

CDE Adult Education Course Approval System

Tracy Unified School District

2011/12 Selected Courses

You have selected 62 course titles.

Course Number	Course Title	Year Course Outline Developed	Job Market Study Date
1.1001	English Language Arts	2010	----
1.1002	Mathematics	2010	----
1.1008	ABE Family Literacy	2010	----
1.2011	English 1	2010	----
1.2012	English 2	2010	----
1.2013	English 3	2010	----
1.2014	English 4	2010	----
1.2015	Literature	2010	----
1.2018	English Language Arts Electives	2010	----
1.2021	Algebra I	2010	----
1.2023	Geometry	2010	----
1.2027	Mathematics Electives	2010	----
1.2030	Earth Science	2010	----
1.2031	Physical Science	2010	----
1.2032	Health & Life Sciences	2010	----
1.2033	General Science	2010	----
1.2034	Biological Science	2010	----
1.2037	Science Electives	2010	----
1.2041	US History	2010	----
1.2042	World History	2010	----
1.2043	American Government	2010	----
1.2044	Economics	2010	----
1.2045	Psychology	2010	----
1.2046	Social Studies/Social Science Electives	2010	----
1.2047	Geography	2010	----
1.2050	Multiple High School Diploma Subjects	2010	----
1.2055	Visual and Performing Arts	2010	----
1.2056	Foreign Language/American Sign Language	2010	----

Course Number	Course Title	Year Course Outline Developed	Job Market Study Date
1.2057	Electives	2010	----
1.2058	Test Preparation	2010	----
2.1050	ESL Multi Level	2010	----
2.1080	Family Literacy ESL	2010	----
2.1090	ESL/Citizenship	2010	----
2.2000	Citizenship Preparation	2010	----
3.0100	Life Skills and Functional Academics	2010	----
4.2451	Programming and Systems Development	2010	2011
4.2905	Media and Design Arts	2010	2011
4.4000	Education	2010	2011
4.4103	Business Financial Management	2010	2011
4.4107	Professional Sales and Marketing	2010	2011
4.4255	Support Services	2010	2011
4.4420	Food Service and Hospitality	2010	2011
4.4430	Interior Design, Furnishings and Maintenance	2010	2011
4.4600	Accounting Services	2010	2011
4.4615	Information Support and Services	2010	2011
4.5509	Engineering, and Heavy Construction	2010	2011
4.5531	Cabinet Making and Wood Products	2010	2011
4.5560	Residential and Commercial Energy and Utilities	2010	2011
4.5607	Manufacturing Systems and Processes	2010	2011
4.5608	Mechanical Construction	2010	2011
4.5688	Automotive Services	2010	2011
4.5705	Computer and Networking Engineering	2010	2011
5.5200	Effective Parenting Techniques	2010	----
5.7100	Health, Fitness, Nutrition, and Safety	2010	----
5.7200	Food Preparation	2010	----
5.7300	Clothing Construction	2010	----
5.7400	Home Arts	2010	----
5.7500	Financial Literacy	2010	----
6.6030	World	2010	----
6.6040	The Arts	2010	----
6.6070	Technology	2010	----
6.6080	Health and Fitness Literacy	2010	----



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 20, 2011
SUBJECT: Approve Agreement for Special Contract Services with Pacific Educational Group to Hire Will Walker to Provide Staff Development to District Management Team on July 28 and 29, 2011

BACKGROUND: The Superintendent's Diversity Training Advisory Committee and District Diversity and Equity Steering Committee have recommended Diversity and Equity Training for staff in the District. Over the past four years, there has been a well-defined strategic process for training administrators and District staff on diversity and equity issues. In 2010, Glenn Singleton provided training for District and site staff on Diversity and Equity. In 2008, Dr. Bonnie Davis presented two workshops to Management Team and a workshop at a Teacher Buy Back Staff Development day on research-based culturally relevant classroom instructional strategies. In addition, Paul Slocum presented to Management Team and at Teacher Staff Development Buy Back Days on The Culture of Poverty. During the 2008-09 and 2009-10 school years, diversity and equity training have continued to be a primary focus area for staff development at both the District and site level. In order to continue this work, it is important to bring a recognized expert in this field to provide training for staff. The District Diversity and Equity Steering Committee recommend that Will Walker of Pacific Educational Group be hired as a trainer on Beyond Diversity for Management Team on July 28 and 29, 2011.

RATIONALE: This two day interactive workshops will focus on the issues of diversity and equity and the role they play in impacting the academic achievement of students and to continue to move forward in our efforts to close the achievement gap. District leaders will become aware of their level of cultural competency and the impact it has on the students they work with. Staff will also learn strategies to improve the academic achievement of all students. There is a need for ongoing training and staff development for administrators and support staff. Like last year, the training will be provided at the ICGC. This 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.

FUNDING: This Special Contract Services with Pacific Educational Group will not exceed \$9,700 which will be paid out of Title III Categorical funds for Staff Development.

RECOMMENDATION: Approve Agreement for Special Contract Services with Pacific Educational Group to Hire Will Walker to Provide Staff Development to District Management Team on July 28 and 29, 2011

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

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 Pacific Educational Group, 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: Will Walker, Consultant, Pacific Education Group, will provide Staff Development to the District Management Team on July 28 & 29, 2011.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 days () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location West High School, ICGG Campus.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 9,700.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 9,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 28, 2011 and shall terminate on July 29, 2011.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 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

Linda Dopp
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvc.dot
Disk: S:\shared

**TRACY UNIFIED SCHOOL DISTRICT
TRACY, CA**

Contract for Consultant Services

Service Provider: Pacific Educational Group, Inc. (PEG)

Corporate Tax Identification Number: 77-0362992

Contract Service Period: Jul 28-29, 2011

Purpose:

The Tracy Unified School District has contracted with Pacific Educational Group (PEG), Inc. to provide the following professional development services:

BEYOND DIVERSITY - An Introduction to Courageous Conversation and A Framework for Deinstitutionalizing Racism and Eliminating Racial Achievement Disparities

Dates: July 28-29, 2011

Time: 8 am to 3:30 pm each day

Maximum Participants: 80

Service Fee:

The fee for professional development services provided by Pacific Educational Group under this contract is \$9,700, inclusive of all travel expenses.

Cancellation Policy

The Pacific Educational Group, Inc. *Professional Services Cancellation Policy* is attached.

Signatures:

Dr. Casey Goodall,
Associate Superintendent for Business Services

Date

Glenn Singleton, President
Pacific Educational Group

Date

Please send signed copies of the Contract and Cancellation Policy to:

Maureen Benson
Chief Operating Officer
Pacific Educational Group, Inc.
795 Folsom Street, Ground Floor, San Francisco, CA 94107
Maureen@pacificeducationalgroup.com

A copy of the fully executed contract will be returned to the School District.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services
& Human Resources
DATE: May 2, 2011
SUBJECT: Approve Overnight Travel for Kimball High School (KHS) Leadership to Attend the Student Body President's Workshop (Learning for Living) with Phil Boyte at the Marriott in San Ramon, CA on May 15 - 16, 2011.

BACKGROUND: The Kimball High School (KHS) Leadership class has been invited to attend the Student Body President's Workshop (Learning for Living) with Phil Boyte at the Marriott in San Ramon, CA on May 15 - 16, 2011. Abby Santora, ASB President, Jhoann Romero, Senior Class President, and Matt Soeth, Leadership Advisor, will attend this event. The students will travel to San Ramon on the morning of Sunday, May 15 and return on Monday, May 16, 2011. Mr. Soeth will be using his personal vehicle to transport the students to and from the event. Supervision will be provided by Mr. Soeth and the event staff. In order to extend the opportunity to our school, the organizer, Phil Boyte, is waiving the advisor registration fee as well as participant room fees. This opportunity is being extended to KHS because it is a new school. This event will offer professional development training to the ASB President and Senior Class President.

RATIONALE: At the same time, the students will be attending multiple workshops where they will gain insight and knowledge into activity planning ideas, organizational strategies, and leadership skills for school events from the perspective of the president. Additionally, these two students and the advisor will be able to network with high school students from various areas of California as they share ideas and learn what other schools are doing on their respective campuses. This 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 #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: There will be no cost to the District. The total cost per participant will be \$150.00, which includes registration, training materials and meals. Students who elect to participate in this workshop are personally responsible for their individual funding.

RECOMMENDATION: Approve Overnight Travel for Kimball High School (KHS) Leadership to Attend the Student Body President's Workshop (Learning for Living) with Phil Boyte at the Marriott in San Ramon, CA on May 15 - 16, 2011.

Prepared by: Cheryl Domenichelli, Principal, Kimball High School.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services & Human Resources
DATE: April 21, 2011
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Canas, Ana

CLASSIFIED

Food Service Worker (Replacement)
*Filled by current TUSD employee
North School
Range 22, Step A - \$11.95 per hour
2.5 hours per day
Funding: Child Nutrition – School Program

Ishii, Carie

Food Service Worker (New)
Universal Breakfast Program
*Filled by current TUSD employee
Jacobson Elementary School
Range 22, Step E - \$14.37 per hour
2 hours per day
Funding: Child Nutrition – School Program

Plares, Selia

Food Service Worker (New)
Universal Breakfast Program
*Filled by current TUSD employee
Jacobson Elementary School
Range 22, Step D - \$13.73 per hour
2 hours per day
Funding: Child Nutrition – School Program

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: April 21, 2011
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED MANAGEMENT RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Lowery, Amy Associate Principal	IGCG	06/21/11

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Carter, Carrie 2 nd Grade GATE	Poet	05/27/11
Gary, Mary English	West High	05/28/11
Huffman, Wes 6 th Core GATE	Williams	05/27/11

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Froelich, Kristine PE	West High	06/30/11	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ishii, Carie Food Service Worker	Bohn	04/15/2011	Accepted a new breakfast position at Jacobson
Ostapiej, Anne K-8 Library Technician	George Kelly	06/03/2011	Relocating
Silveira, Elaine Special Ed Para Educator I	West High	05/27/2011	Personal

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 10, 2011
SUBJECT: Approve List of Qualified Special Inspection and Material Testing Firms to Perform Required Geotechnical, Special Testing and Special Inspection Engineering Services on New Construction and Modernization Projects

BACKGROUND: The District is required to hire special testing and inspections firms to provide specific testing during new construction and modernization projects. This testing and inspections include but are not limited to the following: concrete design mix, concrete compression, masonry mortar, and grout compression, asphalt flash points, steel welding, tensile and pipe bend and stress testing, bolt testing, pipe welding tests, etc. Geotechnical engineering services such as investigations of structural foundations, slope stability, liquefaction, seismic settlement, slab floors, seepage, drainage, soil stabilization; and, earthwork testing services may also be included. Due to the number of projects that require these services, staff advertised in the Stockton Record and requested a "Statement of Qualifications" from firms and individuals that conduct business within our region that can be contacted as needed to perform the necessary professional construction consultant services.

RATIONALE: A total of three firms responded to the District's Request for Statement of Qualifications (SOQ). The firms responded on various categories, including: location; hourly rate; relevant school experience, etc. Ranking was conducted by the District's staff; architects, and construction managers which also took into consideration past experiences working with the firms. There are several projects that will require these engineering services in the next several months/years; therefore, all three firms are being recommended for a District "shortlist" and will be contacted for a "Request for Proposal" on an as needed basis.

The firms selected for geotechnical, special inspection and material testing services are:

- Wallace Kuhl & Associates;
- Kleinfelder;
- Consolidated Engineering Laboratories

FUNDING: Project funding will come from a number of resources depending on the nature of the project, including: Developer Fees, Measure E Funds, Measure S Funds, Redevelopment Funds, General Fund and Deferred Maintenance

RECOMMENDATION: Approve List of Qualified Special Inspection and Material Testing Firms to Perform Required Geotechnical, Special Testing and Special Inspection Engineering Services on New Construction and Modernization Projects

Prepared by: Bonny Carter, Director, Facilities and Planning

**REQUEST FOR QUALIFICATIONS
FOR SPECIAL INSPECTION and MATERIAL TESTING**

4/29/2011

CONSULTANT	3 COPIES	COVER LETTER	INSURANCE REQUIREMENTS	NUMBER OF YEARS IN BUSINESS	LOCATION OF OFFICE	TEAM MEMBERS	PROFESSIONAL CREDENTIALS	NECESSARY TECHNICAL EQUIPT.	FIRM RESOURCES	RELEVANT EXPERIENCE; LAST FIVE YEARS	IDENTIFY ANY PROPOSED CONSULTANTS	PROPOSED STRATEGY	LEAD TIME/SCHEDULING	EVALUATION OF PROJECT TESTING/INSPECTION NEEDS	REFERENCES	GENERAL PRICE LIST		
CONSOLIDATED ENG.	X	X	Not Included	20	San Ramon /Oakland	X	X		X	X		X		X		X		
KLEINFELDER	X	X	Not Included	50	Stockton	X	X	X	X	X	NONE	X	X	X	X	X		
WALLACE KUHL	X	X	Not Included	27	Stockton	X	X	X	X	X	X	X	X	X	X	X		



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 10, 2011
SUBJECT: Approve a Short List of Division of State Architect (DSA) Certified Inspectors/Inspection Firms to Perform Required DSA Inspection Services on New Construction and Modernization Projects

BACKGROUND: The District is required to hire an on-site DSA inspector to ensure that construction is built according to DSA approved plans. Project Inspectors are part of the DSA Field Program and DSA certifies them and then approves inspectors for specific projects. They are hired by the School District. Project Inspectors are responsible for continuous inspection of all aspects of construction and for monitoring work done by special or assistant inspectors. Due to the number of projects that require these services, staff advertised in the Stockton Record and requested a "Statement of Qualifications" from firms and individuals that conduct business within our region that can be contacted as needed to perform necessary DSA certified inspection services.

RATIONALE: A total of nine inspectors or inspection firms responded to the District's Request for Statement of Qualifications (SOQ). The inspectors/inspection firms responded on various categories, including: location; hourly rate; relevant school experience, etc. Ranking was conducted by the District's staff; architects, and construction managers which also took into consideration past experiences working with the inspectors/firms. All respondents were well qualified to perform DSA inspection services. There are several projects that will require these inspection services in the next several months/years; therefore, all respondents are being recommended for a District "shortlist" and will be contacted for a "Request for Proposal" on an as needed basis.

The DSA certified inspectors/inspection firms recommended for the short list are:

Greg Birtchet	Ernest Kyes	Valley Inspection
Clark Inspection	KDI Consultants	Charles Walker
HHH Construction Inspection	Joe Titone	John Wong

FUNDING: Project funding will come from a number of resources depending on the nature of the project, including: Developer Fees, Measure E Funds, Measure S Funds, Redevelopment Funds, General Fund and Deferred Maintenance

RECOMMENDATION: Approve a Short List of Division of State Architect (DSA) Certified Inspectors/Inspection Firms to Perform Required DSA Inspection Services on New Construction and Modernization Projects

Prepared by: Bonny Carter; Director, Facilities and Planning

**REQUEST FOR QUALIFICATIONS
FOR DSA PROJECT INSPECTOR**

4/29/2011

CONSULTANT	3 COPIES	COVER LETTER	NUMBER OF YEARS AS PROJECT INSPECTOR	LOCATION OF OFFICE	PROFESSIONAL CREDENTIALS	RELEVANT EXPERIENCE; LAST FIVE YEARS	PROPOSED STRATEGY	REFERENCES	GENERAL PRICE LIST	Hourly Rates	Classification	Valid DSA Certification
GREG BIRTCHET	X	X	21	Brentwood	X	X		X			1	2014
CLARKE INSPECTION	X	X	20	Modesto	X	X	X	X	X	\$145-\$75	1-3	2011-2014
HHH CONST. INSPECT.	X	X	50+	San Rafael		X			X	\$75	1	2013-2014
ERNEST KYES	X	X	17	Clayton	X	X	X		X	\$75	1	2014
KDI CONSULTANTS	X	X	9	Oakland	X	X	X	X	X	\$90-\$75	1-3	2011-2015**
JOE TITONE	X	X	14	Brentwood	X	X	X	X	X	\$75	1	2013
VALLEY INSPECTION	X	X	9	Manteca	X	X	X	X	X	\$78*	1	2013-2014
CHARLES WALKER	X	X	30+	Modesto	X	X	X			\$75-\$70	1	2014
JOHN WONG	X	X	26	Stockton	X	X		X	X	\$85	1	2014
* Escalation schedule & 4 hour minimum												
** One inspector not DSA certified												



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 10, 2011
SUBJECT: Adopt Resolution No. 10-33 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Modernization/Reconstruction at Monte Vista Middle School; and Issue the Notice to Proceed

BACKGROUND: Plans for the modernization/reconstruction of Monte Vista Middle School have been approved by the California Department of Education and the Division of the State Architect. The plans along with the agency approvals will be submitted to the Office of Public School Construction (OPSC) for the apportionment of State Bond funds, once a construction contract is signed.

On February 22, 2011, the Board approved Roebbelen Contracting, Inc. (Roebbelen) as the lease-lease back contractor for the project. Staff moved forward with developing lease agreements in accordance with the provisions of Education Code Sections 17400, et seq.

RATIONALE: Roebbelen advertised for bids on the various trades that comprise the Monte Vista Middle School modernization/reconstruction project and the final bids were received by Roebbelen on March 24, 2011. Following bid openings, Roebbelen had the opportunity to review the bids for adequacy and check to verify the work that was indicated in the scope of work was included in the bid prices. Due to the way the lease-lease back project delivery method is negotiated with the District, Roebbelen and the District had the opportunity to value engineer portions of the project before presenting the final Guaranteed Maximum Price (GMP). The final GMP is \$11,137,938, which includes a 12% contingency of \$1,276,140.

Consistent with Federal funding, this project is subject to the Davis Bacon wage determinations issued by the U.S. Department of Labor. TUSD's legal counsel, Kronick, Moskovitz, Tiedemann & Girard has reviewed the Site Lease and the Development and Lease Agreement and recommends TUSD enter into these agreements with Roebbelen Contracting, Inc.

FUNDING: The project may be funded from a combination of sources, including: Measure S funds, QSCB funding, Deferred Maintenance, Redevelopment and State School Facilities Program apportionment.

RECOMMENDATIONS: Adopt Resolution No. 10-33 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Modernization/Reconstruction at Monte Vista Middle School; and Issue the Notice to Proceed

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 10-33
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY JOINT UNIFIED SCHOOL DISTRICT
APPROVING A DEVELOPMENT AND LEASE AGREEMENT, A SITE
LEASE AND
A GUARANTEED MAXIMUM PRICE RELATING TO THE
MODERNIZATION/RECONSTRUCTION AT MONTE VISTA MIDDLE
SCHOOL**

WHEREAS, the Tracy Joint Unified School District (the "District ") has previously identified the need to undertake renovation/modernization at Monte Vista Middle School to accommodate its students (the "Project");

WHEREAS, Education Code Section 17406 provides for the construction and modernization of school buildings on property owned by a school district and the lease of the site and such improvements pursuant to an agreement calling for such construction;

WHEREAS, the District's Governing Board (the "Board") has previously determined that a suitable location for the Project exists at a site located within the boundaries of the District (the "Site");

WHEREAS, consistent with the requirements of Education Code Section 17400 et seq., the Board seeks to enter into the necessary building agreements and lease agreements with an outside entity that will provide for the modernization, construction and leasing of school facilities on the Site;

WHEREAS, consistent with the Board's desire to provide for the construction, acquisition and lease of the Project in accordance with the provisions of Education Code Section 17400 et seq., District staff previously evaluated firms capable of providing services to the District for the Project;

WHEREAS, it was determined that Roebbelen Contracting, Inc. ("Roebbelen") was qualified to undertake the Project on the Site and to lease the completed Project to the District consistent with the requirements of Education Code section 17400 et seq.;

WHEREAS, the Site is owned by the District in accordance with the provisions of Education Code Section 17400 et seq.;

WHEREAS, plans for the Project have been previously approved by the Board and have received final approval from the Division of State Architect of the State of California ("DSA");

WHEREAS, it is the intent of the Board to authorize the Superintendent, or his designee, to execute the Documents, as defined below, making them applicable to the Project; and

WHEREAS, a proposed Development and Lease Agreement with an attached set of General Construction Provisions along with a proposed Site Lease between the District and Roebbelen (collectively referred to herein as the "Documents") have been prepared, and it is the intent of the Board to approve such documents in substantially final form and to authorize the finalization and execution of such documents by the District's Superintendent in the manner provided for herein.

NOW, THEREFORE, the Board of Trustees of the Tracy Joint Unified School District does hereby resolve as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Consistency of Process and Compliance with Law. The Board hereby finds that the process undertaken by the District to date to solicit proposals for the Project, and to draft the Documents have all been undertaken and performed in a manner consistent with the requirements of Education Code Section 17400 et seq. and that the District is now authorized to proceed with the commencement of the Project in the manner set forth in the Documents.

Section 3. Adequacy of Site and Suitability of Process. The Board hereby determines that the Site is a suitable location for the Project consistent with the requirements of Education Code section 17400 et seq. and that acquisition of the Project in the manner provided for at Education Code Section 17400 et seq. is in the best interest of the District.

Section 4. Approval of the Leases. The Board hereby approves the Documents in substantially final form with such additional changes or revisions as may be necessary to be implemented by the Superintendent to complete such agreements consistent with the terms and conditions of this Resolution and the provisions of Education Code section 17400 et seq.

Section 5. Approval of Guaranteed Maximum Price. The Board hereby approves the Guaranteed Maximum Price of the Project consistent with the terms and conditions of the Documents.

Section 6. Authorization to Enter into Documents. The Superintendent, or his designee (the "Designated Officer"), is hereby authorized, on behalf of the District, to execute and deliver the Documents as they apply to the Project to Roebbelen in substantially the form presented to the Board with such changes therein as the Superintendent, or his designee, may require or approve, consistent with the terms and conditions of this Resolution.

Section 7. Additional Authorization. The Superintendent or his Designated Officer is hereby further authorized and directed to prepare, on behalf of the District, any other documentation necessary to carry out the terms for the Project, as set forth in the Documents, consistent with the terms and conditions of this Resolution. Any action heretofore taken by the Designated Officer, on behalf of the District, that is in conformity with the purposes and intent of this Resolution and with the provisions of Education Code Section 17400 et seq. with respect to the Project is hereby approved and confirmed.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED, PASSED, AND ADOPTED on May 10, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees
Tracy Joint Unified School District

ATTEST:

Clerk of the Board of Trustees
Tracy Joint Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 10, 2011
SUBJECT: Adopt Resolution No. 10-34 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Modernization/Reconstruction at McKinley Elementary School; and Issue the Notice to Proceed

BACKGROUND: Plans for the modernization/reconstruction of McKinley Elementary School have been approved by the California Department of Education and the Division of the State Architect. The plans along with the agency approvals will be submitted to the Office of Public School Construction (OPSC) for the apportionment of State Bond funds, once a construction contract is signed.

On February 22, 2011, the Board approved Roebbelen Contracting, Inc. (Roebbelen) as the lease-lease back contractor for the project. Staff moved forward with developing lease agreements in accordance with the provisions of Education Code Sections 17400, et seq.

RATIONALE: Roebbelen advertised for bids on the various trades that comprise the McKinley Elementary School modernization/reconstruction project and the final bids were received by Roebbelen on March 24, 2011. Following bid openings, Roebbelen had the opportunity to review the bids for adequacy and check to verify the work that was indicated in the scope of work was included in the bid prices. Due to the way the lease-lease back project delivery method is negotiated with the District, Roebbelen and the District had the opportunity to value engineer portions of the project before presenting the final Guaranteed Maximum Price (GMP). The final GMP is \$6,173,422, which includes a 12% contingency of \$707,180.

Consistent with Federal funding, this project is subject to the Davis Bacon wage determinations issued by the U.S. Department of Labor. TUSD's legal counsel, Kronick, Moskovitz, Tiedemann & Girard has reviewed the Site Lease and the Development and Lease Agreement and recommends TUSD enter into these agreements with Roebbelen Contracting, Inc.

FUNDING: The project may be funded from a combination of sources, including: Measure S funds, QSCB funding, Deferred Maintenance, Redevelopment and State School Facilities Program apportionment.

RECOMMENDATIONS: Adopt Resolution No. 10-34 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Modernization/Reconstruction at McKinley Elementary School; and Issue the Notice to Proceed

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 10-34
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY JOINT UNIFIED SCHOOL DISTRICT
APPROVING A DEVELOPMENT AND LEASE AGREEMENT, A SITE
LEASE AND
A GUARANTEED MAXIMUM PRICE RELATING TO THE
MODERNIZATION/RECONSTRUCTION AT MCKINLEY ELEMENTARY
SCHOOL**

WHEREAS, the Tracy Joint Unified School District (the "District ") has previously identified the need to undertake renovation/modernization at McKinley Elementary School to accommodate its students (the "Project");

WHEREAS, Education Code Section 17406 provides for the construction and modernization of school buildings on property owned by a school district and the lease of the site and such improvements pursuant to an agreement calling for such construction;

WHEREAS, the District's Governing Board (the "Board") has previously determined that a suitable location for the Project exists at a site located within the boundaries of the District (the "Site");

WHEREAS, consistent with the requirements of Education Code Section 17400 et seq., the Board seeks to enter into the necessary building agreements and lease agreements with an outside entity that will provide for the modernization, construction and leasing of school facilities on the Site;

WHEREAS, consistent with the Board's desire to provide for the construction, acquisition and lease of the Project in accordance with the provisions of Education Code Section 17400 et seq., District staff previously evaluated firms capable of providing services to the District for the Project;

WHEREAS, it was determined that Roebbelen Contracting, Inc. ("Roebbelen") was qualified to undertake the Project on the Site and to lease the completed Project to the District consistent with the requirements of Education Code section 17400 et seq.;

WHEREAS, the Site is owned by the District in accordance with the provisions of Education Code Section 17400 et seq.;

WHEREAS, plans for the Project have been previously approved by the Board and have received final approval from the Division of State Architect of the State of California ("DSA");

WHEREAS, it is the intent of the Board to authorize the Superintendent, or his designee, to execute the Documents, as defined below, making them applicable to the Project; and

WHEREAS, a proposed Development and Lease Agreement with an attached set of General Construction Provisions along with a proposed Site Lease between the District and Roebbelen (collectively referred to herein as the "Documents") have been prepared, and it is the intent of the Board to approve such documents in substantially final form and to authorize the finalization and execution of such documents by the District's Superintendent in the manner provided for herein.

NOW, THEREFORE, the Board of Trustees of the Tracy Joint Unified School District does hereby resolve as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Consistency of Process and Compliance with Law. The Board hereby finds that the process undertaken by the District to date to solicit proposals for the Project, and to draft the Documents have all been undertaken and performed in a manner consistent with the requirements of Education Code Section 17400 et seq. and that the District is now authorized to proceed with the commencement of the Project in the manner set forth in the Documents.

Section 3. Adequacy of Site and Suitability of Process. The Board hereby determines that the Site is a suitable location for the Project consistent with the requirements of Education Code section 17400 et seq. and that acquisition of the Project in the manner provided for at Education Code Section 17400 et seq. is in the best interest of the District.

Section 4. Approval of the Leases. The Board hereby approves the Documents in substantially final form with such additional changes or revisions as may be necessary to be implemented by the Superintendent to complete such agreements consistent with the terms and conditions of this Resolution and the provisions of Education Code section 17400 et seq.

Section 5. Approval of Guaranteed Maximum Price. The Board hereby approves the Guaranteed Maximum Price of the Project consistent with the terms and conditions of the Documents.

Section 6. Authorization to Enter into Documents. The Superintendent, or his designee (the "Designated Officer"), is hereby authorized, on behalf of the District, to execute and deliver the Documents as they apply to the Project to Roebbelen in substantially the form presented to the Board with such changes therein as the Superintendent, or his designee, may require or approve, consistent with the terms and conditions of this Resolution.

Section 7. Additional Authorization. The Superintendent or his Designated Officer is hereby further authorized and directed to prepare, on behalf of the District, any other documentation necessary to carry out the terms for the Project, as set forth in the Documents, consistent with the terms and conditions of this Resolution. Any action heretofore taken by the Designated Officer, on behalf of the District, that is in conformity with the purposes and intent of this Resolution and with the provisions of Education Code Section 17400 et seq. with respect to the Project is hereby approved and confirmed.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED, PASSED, AND ADOPTED on May 10, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees
Tracy Joint Unified School District

ATTEST:

Clerk of the Board of Trustees
Tracy Joint Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 10, 2011
SUBJECT: Approve and Award the Contract for the Relocatable Package for the Monte Vista Middle School Modernization/Reconstruction Project and the McKinley Elementary School Modernization/Reconstruction Project to American Modular Systems Utilizing "Piggyback" Bid from Santa Rita Union School District; and Issue the Notice to Proceed

BACKGROUND: Plans for the modernization/reconstruction of Monte Vista Middle School and McKinley Elementary School have been approved by the California Department of Education and the Division of the State Architect. The plans along with the agency approvals will be submitted to the Office of Public School Construction (OPSC) for the apportionment of State Bond funds, once a construction contract is signed.

On January 11, 2011, the Board approved the Facilities Utilization Committee recommendation to sell up to \$26 million of bonds in order to move ahead with Measure S projects; and, on February 22, 2011, the Board approved Roebbelen Contracting, Inc. (Roebbelen) as the lease-lease back contractor for the project. Staff moved forward with developing lease agreements with Roebbelen Contracting. Concurrently, staff developed a bid package to purchase relocatable buildings in accordance with the plans and specifications for the Monte Vista and McKinley projects.

RATIONALE: The District has evaluated the acquisition of additional relocatable classroom buildings through "piggyback" bids. The term "piggyback" is associated with PCC Section 20118, which allows public entities to acquire personal property by participating in an existing contract of another public entity. For example, relocatable classrooms have historically been treated as personal property because they are not typically affixed to the land in a permanent fashion. As a result, relocatable classrooms are commonly acquired by school districts utilizing the piggyback contract provision. By piggybacking onto another district's existing relocatable classroom contract, a district can take advantage of lower per-building costs realized through economy-of-scale and also avoid the time and expense of the public bid process. These contracts have what is referred to as a "piggyback" clause. Based upon the specific type of relocatable building that the plans and specifications require; the District invited two firms to bid via piggyback bids. Bids were received and opened on March 16, 2011. Following bid opening, submitted documents were verified and the apparent low piggyback bidder is American Modular Systems. American Modular Systems is recommended to the Board for approval:

Monte Vista Middle School: 18 Classrooms
McKinley Elementary School: 1 Classroom
Total contract: \$2,452,800.

The contractor has acknowledged that, consistent with Federal funding, this project is subject to the Davis Bacon wage determinations issued by the U.S. Department of Labor.

FUNDING: The project may be funded from a combination of sources, including: Measure S funds, QSCB funding, Deferred Maintenance, Redevelopment and State School Facilities Program apportionment.

RECOMMENDATIONS: Approve and Award the Contract for the Relocatable Package for the Monte Vista Middle School Modernization/Reconstruction Project and the McKinley Elementary School Modernization/Reconstruction Project to American Modular Systems Utilizing "Piggyback" Bid From Santa Rita Union School District; and Issue the Notice to Proceed

Prepared by: Bonny Carter, Director of Facilities and Planning

AGREEMENT

THIS AGREEMENT, dated the 10th day of May, 2011 by and between the Tracy Joint Unified School District, hereinafter referred to as "DISTRICT" or "OWNER" and American Modular Systems, hereinafter referred to as "CONTRACTOR"

WITNESSETH:

That the DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. Contract:

The complete Contract includes all of the Contract documents, including the CONTRACTOR's Certificate Regarding Workers' Compensation, Drug-Free Workplace Certification, Criminal History Clearance Certificate, Guarantee, Performance Bond, Payment Bond, Insurance Policies, Special Conditions if any, Scope of Work which may include: Plans, Drawings, Specifications, this Agreement, and all modifications and Addenda thereto, and by this reference are incorporated herein. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work:

CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the public works project described as follows: Santa Rita Union School District Modular Piggyback Contract dated November 29, 2005, as extended on January 20, 2011 through December 16, 2011 for the Relocatable Classrooms for Monte Vista Middle School and McKinley Elementary School, Increment 2, DSA Application Nos. 02-111192 and 02-111499, including Addendum #1 dated May 10, 2011 to be completed in accordance with defined scope of work which may include drawings and specifications, as set forth on Attachment A attached hereto. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the District or their representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Contract documents. Each subcontract shall contain all of the termination provisions set forth in the Contract, which shall be applicable to all work performed by Subcontractors.

3. Compensation:

DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract documents, the sum of \$2,452,800.00.

4. Time For Completion:

The CONTRACTOR shall prosecute the Work in a prompt, diligent and workmanlike manner. The work shall be commenced on or about the date stated in the DISTRICT's Notice to Proceed and shall be completed no later than three hundred sixty (360) calendar days from the issuance of the Notice to Proceed. Said Notice shall not require that work be commenced less than five (5) calendar days from the date of issuance and receipt of said notice.

5. Schedule:

Within ten (10) calendar days after being awarded the Contract, the CONTRACTOR shall provide a project schedule to the DISTRICT.

6. Liquidated Damages:

Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85 it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One hundred (\$100.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR's surety shall be liable for the amount thereof. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions.

7. Indemnification:

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONTRACTORS who are directly employed by the DISTRICT, and except for liability resulting from the active negligence of the DISTRICT.
- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent Contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent Contract, and not by the active negligence of the DISTRICT.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Insurance:

CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Public Liability Insurance
For injuries including
Accidental death, to any
One person in an amount
Not less than \$ 2,000,000.00

And,

Subject to the same limit
For each person on account of
One accident, in an amount
Not less than \$ 2,000,000.00

Property Damage Insurance
In an amount not less than \$ 2,000,000.00

Each policy shall name the District, the Architect, the Construction Manager, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agent and all employees of any of them as Additional Insured and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct business in California.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where
Operated in amounts as above. \$ 1,000,000.00

Material hoist where used in
Amounts as above. \$ 1,000,000.00

Worker's Compensation, Including Employers Liability Insurance with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned non-owned and hired automobiles.

Note: Certificate Holder: Tracy Unified School District, 1875 W. Lowell Avenue, Tracy, California, 95376

9. Copies of Drawings and Specifications:

The number of copies of drawings and specifications to be furnished to CONTRACTOR free of charge, as provided in the General Conditions, is one (1) Additional copies may be obtained at cost of reproduction.

10. Required Number of Executed Copies:

The number of executed copies of the Agreement, the CONTRACTOR's Certificate, the Performance Bond and the Payment Bond required is Two.

11. Inspector's Field Office is zero (0) square feet of floor area.

12. Substitution of Securities:

Pursuant to Section 22300 of the Public Contract Code, the Contract permits the substitution of securities for any monies withheld by the DISTRICT to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR. Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

13. Prevailing Wages:

The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder. This project may also be funded, in whole or in part, using Federal American Recovery and Reinvestment Act Dollars and is therefore subject to Davis-Bacon Wage and Labor Provisions as described in Article 50A and 50B of Addendum #1.

14. Payments:

Pursuant to California Public Contract Code Section 20104.50, each month within thirty (30) days after receipt of a properly submitted progress payment request from CONTRACTOR, there shall be paid to the CONTRACTOR a sum equal to ninety percent (90%) of value of work performed and of materials delivered on the ground or stock subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments pursuant to Public Contract Code Section 9203. No payment by the DISTRICT there under shall be interpreted so as to imply that DISTRICT has inspected, approved or accepted any part of the work. The final payment of ten percent (10%) of the value of the work done under this Contract, if unencumbered, shall be made within sixty (60) days of "completion" as such term is defined in California Public Contract Code Section 7107(c).

15. Corporate Status:

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is _____ authorized to act for and bind the corporation.

16. Required Provisions:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

17. Entire Agreement.

The complete Contract as set forth in Paragraph 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties. This Agreement and the Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

By: _____
Casey J. Goodall

Its: Assoc.. Superintendent of Business

Date: _____

[Attach Notary Acknowledgement]

CONTRACTOR

By: _____

Its: _____

Date: _____

CONTRACTOR's License No.



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Trustees
FROM: Dr. James C. Franco, Superintendent
DATE: May 3, 2011
SUBJECT: Adopt Resolution No. 10-35 Designating May 15th-21st, 2011, as Classified School Employees Week

BACKGROUND: The California Public School system employs approximately 230,000 classified staff. The Legislature of the State of California has designated May 15th – 21st, 2011, as Classified Employees Week. This is a time to recognize the many contributions of classified school employees to public education.

RATIONALE: Classified school employees serve our students and provide assistance in and out of the classroom. They play important roles in the furtherance of the goals of education. Classified school employees deserve rightful recognition, and public celebration for their caring, their deeds, and the incalculable contributions they make to the public education system, and to our students.

This agenda items meets Strategic Goal #7 – Educational Leadership.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution No10-35 Designating May 15th-21st, 2011, as Classified Employees Week.

Prepared by: Dr. James C. Franco, Superintendent



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 10-35
Resolution Designating the Week of May 15th-22nd, 2011 as
Classified School Employee Week

WHEREAS, classified professionals provide valuable services to the schools and students of the Tracy Unified School District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Tracy Unified School District's students; and

WHEREAS, classified professionals employed by the Tracy Unified School District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, that the Tracy Unified School District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Tracy Unified School District and declares the week of May 15–21, 2011, as Classified School Employee Week in the Tracy Unified School District.

PASSED AND ADOPTED this 10th day of May, 2011, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Trustees
FROM: Dr. James C. Franco, Superintendent
DATE: May 3, 2011
SUBJECT: Adopt Resolution No. 10-36 Establishing May 11, 2011, as the “Day of the Teacher”

BACKGROUND: During the early 1970’s the Association of Mexican-American Educations (AMAE) adopted the Mexican tradition of annually recognizing teachers, and began organization appropriate events throughout the state. In 1982, AMAE sponsored legislation (incorporated in Education Code Section 37222) establishing the “Day of the Teacher” to be observed each year.

RATIONALE: The second week of May is now designated for the celebration of the “Day of the Teacher.” This is a wonderful opportunity to give recognition, and the express thanks to teachers, the people we entrust with our children, our posterity.

This agenda items meets Strategic Goal #7 – Educational Leadership.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution No. 09-34 Establishing May 11, 2011, as the “Day of the Teacher”.

Prepared by: Dr. James C. Franco, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 10-36
Establishing May 11, 2011, as the "Day of the Teacher"**

WHEREAS, education is the most vital activity we as a society undertake to ensure the well-being of the nation; and

WHEREAS, education is in large measure the result of the talent and commitment of teachers; and

WHEREAS, teaching is a profession characterized by skill, knowledge, discipline, tenacity, and creativity in the delivery of instruction; and

WHEREAS, teachers rise to the occasion in a time where higher academic standards, and new education accountability requirements causes teaching to be more challenging; and

WHEREAS, teachers are a source of caring, concern, counseling, empathy, warmth and love; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance; and

WHEREAS, teachers at Tracy Unified School District exemplify all of these qualities; and

WHEREAS, teachers have made a crucial difference in the lives of students in Tracy Unified School District; and

WHEREAS, The California Teachers Association and the Association of Mexican American Educators (AMAE) initially sponsored the bill, SB 1456, first proclaiming Day of the Teacher in 1982,

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* join the Governor and State Legislature in declaring May 11, 2011, as California's 29th annual "*Day of the Teacher*," and

Be It Further Resolved, that *Tracy Unified School District Board of Education* encourages activities to recognize and honor teachers on this day.

PASSED AND ADOPTED this 10th day of May, 2011, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**President
Board of Education
Tracy Unified School District**

**Clerk
Board of Education
Tracy Unified School District**



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 4, 2011
SUBJECT: Consider and take action on Resolution No. 10-32 on the proposed decision as amended related to Certificated Layoff Hearings. Administration recommends that the Board adopt the Administrative Law Judge's proposed decision as amended and release the impacted certificated employees for the 2011-2012 school year.

BACKGROUND: Earlier this year, the Board adopted Resolution No. 10-19, and subsequently Resolution No. 10-23 which ordered the reduction or elimination of 65.2 full time equivalent particular kinds of certificated services and subsequently most of the noticed certificated employees requested a hearing. On April 7, 2011, the parties reached a stipulated agreement and a short hearing was conducted by Administrative Law Judge Dian Vorters. On or about April 19, 2011, ALJ Dian Vorters issued a Proposed Decision. The decision includes as Attachment A an incomplete list of teachers noticed of potential layoff. Thus, the decision should be amended to include the complete list as provided to the Board of Education on March 14, 2011.

Pursuant to Education Code sections 44949, 44955, and 44951, the District Administration is making a recommendation that requires the Board to consider adoption of the proposed decision as amended related to the certificated layoff hearings and release the impacted certificated employees beginning with the 2011-2012 school year. This action item will allow Human Resources to send final Reduction in Force Notices to the certificated employees affected by the layoffs who will not be returning for the 2011-2012 school year.

RATIONALE: Reductions or discontinuance of particular kinds of services are needed to address budget cuts for the 2011-2012 school year.

RECOMMENDATION: Consider and take action on Resolution No. 10-32 on the proposed decision as amended related to Certificated Layoff Hearings. Administration recommends that the Board adopt the Administrative Law Judge's proposed decision as amended and release the impacted certificated employees for the 2011-2012 school year.

FUNDING: Not applicable.

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

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 10-32**

**ADOPTION OF ADMINISTRATIVE LAW JUDGE'S PROPOSED
DECISION AS AMENDED IN THE MATTER OF THE TEACHER LAYOFF HEARING
OF
TRACY UNIFIED SCHOOL DISTRICT
OAH No. 2011030113 AND TERMINATION OF CERTIFICATED EMPLOYEES FOR
THE 2011-2012 SCHOOL YEAR**

WHEREAS, on February 22, 2011 and March 2, 2011, the Board of Education of Tracy Unified School District ("Board") adopted Resolutions No. 10-19 and 10-23, which ordered the reduction or elimination of 65.2 full time equivalent particular kinds of certificated services; and

WHEREAS, on or about March 14, 2011, identified certificated employees of the District were sent notice that their services would be reduced or discontinued commencing with the beginning of the 2011-2012 school year and were offered the right to a hearing; and

WHEREAS, a portion of the noticed certificated employees requested a hearing and filed a Notice of Defense, thus becoming Respondents in OAH Case No. 2011030113; and

WHEREAS, on April 7, 2011, a hearing was conducted by Administrative Law Judge Dian Vorters and on or about April 19, 2011, ALJ Vorters issued a Proposed Decision in the matter; and

WHEREAS, the proposed decision was provided to all members of the Board and to Respondents in the hearing via service to their attorney Thomas J. Driscoll, Jr., or to each individually as appropriate, and is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Proposed Decision includes as Attachment A, an incomplete list of "District Employees Served With A Layoff Notice," as three certificated employees names were not included; and

WHEREAS, the members of the Board have had an opportunity to review the proposed decision, and having reviewed it have determined that it should be amended to include the complete list of District employees served with a layoff notice; and

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Education of the Tracy Unified School District hereby amends the Proposed Decision to include as Amended Attachment A to the April 2011 decision, the list of certificated employees served with a layoff notice on March 14, 2011;
2. The Board of Education of the Tracy Unified School District finds that the Proposed Decision in OAH No. 2011030113 supports a finding that there is sufficient cause to lay off the individuals listed and so identified in Exhibit B, which is attached hereto and incorporated herein, and to discontinue those certificated positions.
3. The Board adopts the Proposed Decision in OAH No. 2011030113 as amended herein; and
4. The Board directs the Superintendent or his designated representative(s) to take all action needed, including, on or prior to May 14, 2011, to send notices to the employees listed in Exhibit B that their services are terminated effective the 2011-2012 school year.

ADOPTED by the Board of Education of the Tracy Unified School District on May 10, 2011, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board

BEFORE THE
BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT
STATE OF CALIFORNIA

In the Matter of the Reduction in Force of:

OAH No. 2011030113

CERTAIN CERTIFICATED EMPLOYEES
OF THE TRACY UNIFIED SCHOOL
DISTRICT,¹

Respondents.

PROPOSED DECISION

This matter was heard before Administrative Law Judge Dian M. Vorters, Office of Administrative Hearings, State of California, on April 7, 2011, in Tracy, California.

Marie A. Nakamura, Attorney at Law,² represented the Tracy Unified School District (District).

Thomas J. Driscoll, Attorney at Law,³ represented respondents with the exception of the following 16 certificated employees: Katie Barber, Sarah Cleaver, Anthony Crivello, Daniel Eckman, John Eddy, Mary Eyer, Rosie Fernandez, Vanessa Garcia, Shazana Gardner, Carlena Henderson, Jatinder Kandah, Jennifer Kassel, Derek Krug, Taylor Laveroni, Lucia Luis, and James Tiffany. (see Exhibit 12 – First Amended Notice of Defense.)

During lengthy negotiations prior to the commencement of the hearing, the District and Mr. Driscoll, on behalf of respondents he represents, entered into a written “Stipulation Between The Parties” (Stipulation).⁴ At hearing, the Stipulation and exhibits were admitted

¹ List of Certificated Employees of the Tracy Unified School District who the Superintendent served with a Layoff Notice on March 14, 2011. (Attachment A.)

² Marie A. Nakamura, Attorney at Law, Kronick, Moskovitz, Tiedman & Girard 400 Capitol Mall, 27th Floor, Sacramento, California 95814.

³ Thomas J. Driscoll, Attorney at Law, Driscoll & Associates, 801 South Ham Lane, Suite H, Lodi, California 95242.

⁴ Anthony Crivello, Mary Eyer, Rosie Fernandez, Vanessa Garcia, and James Tiffany are not represented by Mr. Driscoll, but are affected by the stipulation.

in evidence. The Stipulation is marked for identification as Exhibit 13, is attached to this Proposed Decision, and is incorporated herein. The matter was submitted for decision and the record was closed on April 7, 2010.

FACTUAL FINDINGS

1. James Franco is the Superintendent of the Tracy Unified School District. He performed his duties solely in his official capacity.
2. Before February 22, 2011, the Superintendent determined that funding for the 2011-2012 school year would be reduced, thereby necessitating the reduction or elimination of certain particular kinds of services. The Superintendent recommended to the Board that certain particular kinds of services be reduced or eliminated, affecting employees occupying 76.9 full-time equivalent (FTE) positions. The Superintendent's resolution to eliminate and reduce teaching services was made solely for the welfare of students.
3. On February 22, 2011, the Board adopted Resolution No. 10-19, providing for the reduction or elimination of particular kinds of services, resulting in the reduction or elimination of 76.9 certificated positions.
4. On March 2, 2011, the Board adopted Resolution No. 10-23, which provided for the removal of certificated positions from Resolution No. 10-19. The second resolution reduced the number of certificated positions subject to reduction or elimination by 11.7 FTE. As a result of the Board's passage of these two resolutions, a total of 65.2 FTE certificated positions were identified for elimination or reduction.
5. On March 14, 2011, the Superintendent served on persons affected by the reduction and elimination of particular kinds of services a "Recommendation That Services Will Not Be Required" for the ensuing 2011-2012 school year (Layoff Notice or Notice). The Notice stated that the Superintendent had recommended to the Board that notice be given to respondents pursuant to Education Code sections 44949 and 44955, that their services would not be required for the ensuing school year. The Notice advised that the Board had passed Resolutions reducing or discontinuing particular kinds of services in order to reduce certificated staff, and included copies of the Resolutions identifying the particular kinds of services to be reduced or eliminated.
6. Respondents timely requested a hearing to determine if there was cause for not re-employing them for the ensuing school year.
7. The Superintendent made and filed Accusations against each of the employees who requested a hearing. The Accusations, required accompanying documents, and blank Notices of Defense were timely served on those employees.

8. Respondents timely filed Notices of Defense to the Accusations.

9. At hearing, the District and those respondents represented by Mr. Driscoll, entered into the Stipulation attached hereto. The Stipulation provides that: 1) While the District makes no admissions of wrongdoing regarding rehire and classification of teachers listed as temporary for the 2010-2011 school year; certain respondents identified in the Stipulation are afforded rehire rights for 39 months as laid off permanent employees, 2) Layoff Notices issued to certain respondents identified in the Stipulation are rescinded, and 3) Layoff Notices issued to certain respondents identified in the Stipulation are partially rescinded.

10. The Stipulation grants rehire rights for 39 months to the following employees:

Ban, Chinda	Jimenez, Megan
Castellon, Arminda	Johnson, Jennifer
Cordisco, Monica	Lee, MaySue
Garcia, Rocio	Nielsen, Heather
Graves, Dina	Nunes, Laura
Gumpert, Rochelle	Orino, Tina
Hess, Janice	Rosales, Desi
Hudelson, Amber	Ryan, Myesha
Huff, Bridget	Thomas, Marci
Hula, Amanda	Webb, Justine

11. The Stipulation rescinds the Layoff Notices issued to the following employees:

Berendt, Corrine	Krusi, Brook (to History)
Bolding, Doreen	Luis, Lucia
Cooper, Alyssa	Morgan, Shadee
Crivello, Anthony	Morse, Lori
Evans, Laura	Quintero, Robert
Eyer, Mary	Reynolds, Thomas
Garcia, Vanessa	Stiborek, Linda
Hillstead, Erika	Tiffany, James
Kelly, Karen (bumped to science)	Tillman, Pamela
Khoonsirivong, Jacqueline (to Biology)	

12. The Stipulation partially rescinds the Layoff Notices issued to the following employees:

Fernandez, Rosie	.6 FTE Rescission
Johnson, Debra	.6 FTE Rescission
Keehn, Marie	.6 FTE Rescission
Pozar, Maria	.6 FTE Rescission
Rains, Elisa	.8 FTE Rescission

LEGAL CONCLUSIONS

Applicable Laws

1. All notice and jurisdictional requirements set forth in Education Code sections 44949 and 44955 were met.

2. The anticipation of receiving less money from the state for the next school year is an appropriate basis for a reduction in services under section 44955. As stated in *San Jose Teachers Assn v. Allen* (1983) 144 Cal.App.3d 627, 638-639, the reduction of particular kinds of services on the basis of financial considerations is authorized under that section; and, "in fact, when adverse financial circumstances dictate a reduction in certificated staff, section 44955 is the only statutory authority available to school districts to effectuate that reduction." The District must be solvent to provide educational services and cost savings are necessary to resolve its financial crisis. The Superintendent's decision to reduce particular kinds of services was a proper exercise of his discretion.

3. The services identified in Board Resolutions 10-19 and 10-23, are particular kinds of services that could be reduced or discontinued under Education Code section 44955. Cause exists to reduce the number of certificated employees of the District due to the reduction and discontinuation of particular kinds of services. Cause for the reduction or discontinuation of services relates solely to the welfare of the District's schools and pupils within the meaning of section 44949.

4. A District may reduce services within the meaning of section 44955, subdivision (b), "either by determining that a certain type of service to students shall not, thereafter, be performed at all by anyone, or it may 'reduce services' by determining that proffered services shall be reduced in extent because fewer employees are made available to deal with the pupils involved." (*Rutherford v. Board of Trustees* (1976) 64 Cal.App.3d 167, 178-179.)

5. The Notices sent to respondents indicated the statutory basis for the reduction of services and, therefore, were sufficiently detailed to provide them due process. (*San Jose Teachers Association v. Allen* (1983) 144 Cal.App.3d 627; *Santa Clara Federation of Teachers v. Governing Board* (1981) 116 Cal.App.3d 831.) The description of services to be reduced, both in the Board's Resolutions and in the Notices, adequately describes particular kinds of services. (*Zalac v. Ferndale USD* (2002) 98 Cal.App.4th 838. See, also, *Degener v. Governing Board* (1977) 67 Cal.App.3d 689.)

6. Cause exists under Education Code sections 44949 and 44955 to provide final Notice to respondents not identified in the Stipulation for rescission, that their services will not be required in the 2011-2012 school year because of the reduction and elimination of particular kinds of services.

RECOMMENDATION

1. Notice shall be given to respondents not identified in the Stipulation for rescission, that their services will not be required in the 2011-2012 school year because of the reduction and elimination of particular kinds of services.

2. Pursuant to the Stipulation, the District shall afford to the following certificated employees, rehire rights for 39 months as laid off permanent employees and reflect the same on its seniority list:

Ban, Chinda	Jimenez, Megan
Castellon, Arminda	Johnson, Jennifer
Cordisco, Monica	Lee, MaySue
Garcia, Rocio	Nielsen, Heather
Graves, Dina	Nunes, Laura
Gumpert, Rochelle	Orino, Tina
Hess, Janice	Rosales, Desi
Hudelson, Amber	Ryan, Myesha
Huff, Bridget	Thomas, Marci
Hula, Amanda	Webb, Justine

3. Pursuant to the Stipulation, the District shall rescind Layoff Notices issued to the following certificated employees:

Berendt, Corrine	Krusi, Brook (bumped to History)
Bolding, Doreen	Luis, Lucia
Cooper, Alyssa	Morgan, Shadee
Crivello, Anthony	Morse, Lori
Evans, Laura	Quintero, Robert
Eyer, Mary	Reynolds, Thomas
Garcia, Vanessa	Stiborek, Linda
Hillstead, Erika	Tiffany, James
Kelly, Karen (bumped to science)	Tillman, Pamela
Khoonsirivong, Jacqueline (bumped to Biology)	

RECOMMENDATION

1. Notice shall be given to respondents not identified in the Stipulation for rescission, that their services will not be required in the 2011-2012 school year because of the reduction and elimination of particular kinds of services.

2. Pursuant to the Stipulation, the District shall afford to the following certificated employees, rehire rights for 39 months as laid off permanent employees and reflect the same on its seniority list:

Ban, Chinda	Jimenez, Megan
Castellon, Arminda	Johnson, Jennifer
Cordisco, Monica	Lee, MaySue
Garcia, Rocio	Nielsen, Heather
Graves, Dina	Nunes, Laura
Gumpert, Rochelle	Orino, Tina
Hess, Janice	Rosales, Desi
Hudelson, Amber	Ryan, Myesha
Huff, Bridget	Thomas, Marci
Hula, Amanda	Webb, Justine

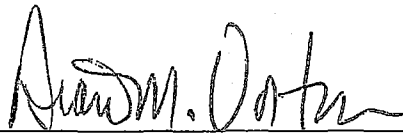
3. Pursuant to the Stipulation, the District shall rescind Layoff Notices issued to the following certificated employees:

Berendt, Corrine	Krusi, Brook (bumped to History)
Bolding, Doreen	Luis, Lucia
Cooper, Alyssa	Morgan, Shadee
Crivello, Anthony	Morse, Lori
Evans, Laura	Quintero, Robert
Eyer, Mary	Reynolds, Thomas
Garcia, Vanessa	Stiborek, Linda
Hillstead, Erika	Tiffany, James
Kelly, Karen (bumped to science)	Tillman, Pamela
Khoonsirivong, Jacqueline (bumped to Biology)	

4. Pursuant to the Stipulation, the District shall partially rescind Layoff Notices issued to the following certificated employees:

Fernandez, Rosie	.6 FTE Rescission
Johnson, Debra	.6 FTE Rescission
Keehn, Marie	.6 FTE Rescission
Pozar, Maria	.6 FTE Rescission
Rains, Elisa	.8 FTE Rescission

DATED: April 18, 2011



DIAN M. VORTERS
Administrative Law Judge
Office of Administrative Hearings

ATTACHMENT A
TRACY UNIFIED SCHOOL DISTRICT
EMPLOYEES SERVED WITH A LAYOFF NOTICE

PERMANENT

Anders	Christina
Axford	Laurie
Ball	Demetrius
Barber	Katie
Berendt	Corinne
Bolding	Doreen
Cavallaro	Pamela
Cheng	Tiffany
Clark	William
Cleaver	Sarah
Cooper	Alyssa
Crivello	Anthony
Eckman	Daniel
Evans	Laura
Fernandez	Rosie
Garcia	Vanessa
Godinez	William
Gonzalez	Eleazar
Gregory	Justin
Haidet	Theresa
Hillstead	Erika
Hunter II	John
Jarvis	Cheryl
Johnson	Debra
Kassel	Jennifer
Keehn	Marie
Kelly	Karen
Khoonsirivong	Jacqueline
Krusi	Brooke
Morgan	Shadee
Morse	Lori
Nunez	Angelique
Quintero	Robert
Rains	Elisa
Rhodes	Deborah
Rivas	Maria
Ruiz	Ruperto

PLEASE SEE AMENDED ATTACHMENT A

Stiborek
Tiffany
Tillman
Toepfer
Walker

Linda
James
Pamela
Jill
Westley

PLEASE SEE AMENDED ATTACHMENT A

PROBATIONARY

Alano Lind
Anderson
Callender
Henderson
Kandah
Laveroni
Luis
Pozsar
Reynolds
Thacker
Yu

Estellie
Scott
Doreen
Carlana
Jatinder
Taylor
Lucia
Maria
Thomas
Susan
Joan

TEMPORARY

Ban
Castellon
Cordisco
Eddy
Garcia
Graves
Gumpert
Hess
Hudelson
Huff
Hula
Jimenez
Johnson
Lee
Nielsen
Nunes
Orino
Rosales
Ryan
Thomas
Webb

Chinda
Arminda
Monica
John
Rocio
Dina
Rochelle
Janice
Amber
Bridget
Amanda
Megan
Jennifer
Maysue
Heather
Laura
Tina
Desi
Myesha
Marc
Justine

AMENDED ATTACHMENT A

PERMANENT

1	ANDERS	CHRISTINA	KELLY (K-8)
2	AXFORD	LAURIE	MCKINLEY (K-5)
3	BALL	DEMETRIUS	WEST HIGH (9-12)
4	BARBER	KATIE	SOUTH/WEST PARK
5	BERENDT	CORINNE	KIMBALL HIGH (9-12)
6	BOLDING	DOREEN	NORTH (K-8)
7	CAVALLARO	PAMELA	KIMBALL HIGH (9-12)
8	CHENG	TIFFANY	MONTE VISTA (6-8)
9	CLARK	WILLIAM	WILLIAMS (6-8)
10	CLEAVER	SARAH	MONTE VISTA (6-8)
11	COOPER	ALYSSA	KELLY (K-8)
12	CRIVELLO	ANTHONY	Duncan-Russell/Willow
13	ECKMAN	DANIEL	TRACY HIGH (9-12)
14	EVANS	LAURA	SOUTH/WEST PARK
15	FERNANDEZ	ROSIE	WEST HIGH (9-12)
16	GARCIA	VANESSA	SOUTH/WEST PARK
17	GODINEZ	WILLIAM	TRACY HIGH (9-12)
18	GONZALEZ	ELEAZAR	KIMBALL HIGH (9-12)
19	GREGORY	JUSTIN	KIMBALL HIGH (9-12)
20	HAIDET	THERESA	SOUTH/WEST PARK
21	HILLSTEAD	ERIKA	KIMBALL HIGH (9-12)
22	HUNTER II	JOHN	TRACY HIGH (9-12)
23	JARVIS	CHERYL	WILLIAMS (6-8)
24	JOHNSON	DEBRA	TRACY HIGH (9-12)
25	KASSEL	JENNIFER	SOUTH/WEST PARK
26	KEEHN	MARIE	KIMBALL HIGH (9-12)
27	KELLY	KAREN	KELLY (K-8)
28	KHOONSIRIVONG	JACQUELINE	TRACY HIGH (9-12)
29	KRUSI	BROOKE	MCKINLEY (K-5)
30	MORGAN	SHADEE	MCKINLEY (K-5)
31	MORSE	LORI	JACOBSON - (K-5)
32	NUNEZ	ANGELIQUE	NORTH (K-8)
33	QUINTERO	ROBERT	TRACY HIGH (9-12)
34	RAINS	ELISA	KIMBALL HIGH (9-12)
35	RHODES	DEBORAH	FREILER (K-8)
36	RIVAS	MARIA	WEST HIGH (9-12)
37	RUIZ	RUPERTO	MONTE VISTA (6-8)
38	STIBOREK	LINDA	Duncan-Russell/Willow
39	TIFFANY	JAMES	WEST HIGH (9-12)
40	TILLMAN	PAMELA	MONTE VISTA (6-8)

41	TOEPFER	JILL	BOHN (K-5)
42	WALKER	WESTLEY	MONTE VISTA (6-8)

PROBATIONARY

43	ALANO LIND	ESTELLIE	KIMBALL HIGH
44	ANDERSON	SCOTT	KIMBALL HIGH
45	CALLENDER	DOREEN	POET CHRISTIAN (K-8)
46	EYER	MARY	KIMBALL HIGH (9-12)
47	GARDNER	SHAZANA	NORTH (K-8)
48	HENDERSON	CARLENA	FREILER (K-8)
49	KANDAH	JATINDER	KIMBALL HIGH (9-12)
50	KRUG	DEREK	KIMBALL HIGH (9-12)
51	LAVERONI	TAYLOR	TRACY HIGH (9-12)
52	LUIS	LUCIA	MONTE VISTA (6-8)
53	POZSAR	MARIA	TRACY HIGH (9-12)
54	REYNOLDS	THOMAS	KIMBALL HIGH (9-12)
55	THACKER	SUSAN	WILLIAMS (6-8)
56	YU	JOAN	FREILER (K-8)

TEMPORARY

1	Ban	Chinda	Freiler
2	Castellon	Arminda	North
3	Cordisco	Monica	Jacobson
4	Eddy	John	Kimball
5	Garcia	Rocio	South/West Park
6	Graves	Dina	Villalovoz
7	Gumpert	Rochelle	Central
8	Hess	Janice	McKinley
9	Hudelson	Amber	Central
10	Huff	Bridget	McKinley
11	Hula	Amanda	Villalovoz
12	Jimenez	Megan	McKinley
13	Johnson	Jennifer	Central
14	Lee	MaySue	Villalovoz
15	Nielsen	Heather	Bohn
16	Nunes	Laura	Jacobson
17	Orino	Tina	Jacobson
18	Rosales	Desi	Central
19	Ryan	Myesha	McKinley
20	Thomas	Marci	North
21	Webb	Justine	Villalovoz

**EXHIBIT B
(FINAL LAYOFF LIST)**

PERMANENT		
1 ANDERS	CHRISTINA	KELLY (K-8)
2 AXFORD	LAURIE	MCKINLEY (K-5)
3 BALL	DEMETRIUS	WEST HIGH (9-12)
4 BAN	CHINDA	FREILER (K-8)
5 BARBER	KATIE	SOUTH/WEST PARK
6 CASTELLON	ARMINDA	NORTH (K-8)
7 CAVALLARO	PAMELA	KIMBALL HIGH (9-12)
8 CHENG	TIFFANY	MONTE VISTA (6-8)
9 CLARK	WILLIAM	WILLIAMS (6-8)
10 CLEAVER	SARAH	MONTE VISTA (6-8)
11 CORDISCO	MONICA	JACOBSON (K-5)
12 ECKMAN	DANIEL	TRACY HIGH (9-12)
13 FERNANDEZ	ROSIE	WEST HIGH (9-12) 0.6
14 GARCIA	ROCIO	SOUTH/WEST PARK
15 GODINEZ	WILLIAM	TRACY HIGH (9-12)
16 GONZALEZ	ELEAZAR	KIMBALL HIGH (9-12)
17 GRAVES	DINA	VILLALOVOZ
18 GREGORY	JUSTIN	KIMBALL HIGH (9-12)
19 GUMPERT	ROCHELLE	CENTRAL (K-5)
20 HAIDET	THERESA	SOUTH/WEST PARK
21 HESS	JANICE	MCKINLEY (K-5)
22 HUDELSON	AMBER	CENTRAL (K-5)
23 HUFF	BRIDGET	MCKINLEY (K-5)
24 HULA	AMANDA	VILLALOVOZ
25 HUNTER II	JOHN	TRACY HIGH (9-12)
26 JARVIS	CHERYL	WILLIAMS (6-8)
27 JIMENEZ	MEGAN	MCKINLEY (K-5)
28 JOHNSON	DEBRA	TRACY HIGH (9-12) 0.6
29 JOHNSON	JENNIFER	CENTRAL (K-5)
30 KASSEL	JENNIFER	SOUTH/WEST PARK
31 KEEHN	MARIE	KIMBALL HIGH (9-12) 0.6
32 LEE	MAYSUE	VILLALOVOZ
33 NIELSEN	HEATHER	BOHN (K-5)
34 NUNES	LAURA	JACOBSON (K-5)
35 NUNEZ	ANGELIQUE	NORTH (K-8)
36 ORINO	TINA	JACOBSON (K-5)
37 RAINS	ELISA	KIMBALL HIGH (9-12) 0.8
38 RHODES	DEBORAH	FREILER (K-8)
39 RIVAS	MARIA	WEST HIGH (9-12)
40 ROSALES	DESI	CENTRAL (K-5)
41 RUIZ	RUPERTO	MONTE VISTA (6-8)
42 RYAN	MYESHA	MCKINLEY (K-5)
43 THOMAS	MARCI	NORTH (K-8)
44 TOEPFER	JILL	BOHN (K-5)
45 WALKER	WESTLEY	MONTE VISTA (6-8)
46 WEBB	JUSTINE	VILLALOVOZ

PROBATIONARY

47	ALANO LIND	ESTELLIE	KIMBALL HIGH	
48	ANDERSON	SCOTT	KIMBALL HIGH	
49	GARDNER	SHAZANA	NORTH (K-8)	
50	HENDERSON	CARLENA	FREILER (K-8)	
51	KANDAH	JATINDER	KIMBALL HIGH (9-12)	
52	KRUG	DEREK	KIMBALL HIGH (9-12)	
53	LAVERONI	TAYLOR	TRACY HIGH (9-12)	
54	POZSAR	MARIA	TRACY HIGH (9-12)	0.6
55	THACKER	SUSAN	WILLIAMS (6-8)	
56	YU	JOAN	FREILER (K-8)	

TEMPORARY

57	Eddy	John	Kimball	
----	------	------	---------	--

ATTACHMENT "B"

MARIE A. NAKAMURA State Bar No. 216147
MEGHAN COVERT RUSSELL State Bar No. 273111
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Law Corporation
400 Capitol Mall, 27th Floor
Sacramento, California 95814
Telephone: (916) 321-4500
Facsimile: (916) 321-4555

Attorneys for Petitioner
TRACY UNIFIED SCHOOL DISTRICT

BEFORE THE BOARD OF EDUCATION OF THE
TRACY UNIFIED SCHOOL DISTRICT
SAN JOAQUIN COUNTY, STATE OF CALIFORNIA

In the Matter of the Accusation of:

OAH CASE NO. 2011030113

Christina Anders, et.al.,

STIPULATION BETWEEN THE PARTIES

Respondents.

IT IS HEREBY STIPULATED by and between TRACY UNIFIED SCHOOL DISTRICT
("District" or "Petitioner") and Christina Anders, et al. ("Respondents"), through their respective
counsel:

1. Petitioner and Respondents (represented by Thomas J. Driscoll Jr.) agree that to
compromise and simplify the layoff process, the following certificated employees shall be
afforded rehire rights for 39 months as laid off permanent employees and shall be so listed on the
District's seniority list. Through this stipulation Petitioner makes no admission of wrongdoing
with regard to the rehire and classification of those teachers listed below as temporary for the
2010-2011 school year. None of the employees listed below have any claims related to back
wages or benefits associated with their classification as temporary for the 2010-2011 school year.
Both parties acknowledge that the resolution of the issue in Paragraph 1 sets no precedent and

1 shall not be relied upon by either party in future controversies. The agreement contained in
2 Paragraph 1 includes the following certificated employees:

- 3 ➤ Ban, Chinda
- 4 ➤ Castellon, Arminda
- 5 ➤ Cordisco, Monica
- 6 ➤ Garcia, Rocio
- 7 ➤ Graves, Dina
- 8 ➤ Gumpert, Rochelle
- 9 ➤ Hess, Janice
- 10 ➤ Hudelson, Amber
- 11 ➤ Huff, Bridget
- 12 ➤ Hula, Amanda
- 13 ➤ Jimenez, Megan
- 14 ➤ Johnson, Jennifer
- 15 ➤ Lee, MaySue
- 16 ➤ Nielsen, Heather
- 17 ➤ Nunes, Laura
- 18 ➤ Orino, Tina
- 19 ➤ Rosales, Desi
- 20 ➤ Ryan, Myesha
- 21 ➤ Thomas, Marci
- 22 ➤ Webb, Justine

23 2. Petitioner and Respondents agree that the layoff notices to the following
24 employees are rescinded by this stipulation:

- 25 ➤ Stiborek, Linda
- 26 ➤ Morgan, Shadee
- 27 ➤ Evans, Laura
- 28 ➤ Kelly, Karen (Bumped to Science)

- Krusi, Brook (Bumped to History)
- Khoonsirivong, Jacqueline (Bumped to Biology)
- Morse, Lori
- Cooper, Alyssa
- Tillman, Pamela
- Bolding, Doreen
- Garcia, Vanessa
- Quintero, Robert
- Eyer, Mary
- Berendt, Corrine
- Luis, Lucia
- Reynolds, Thomas
- Crivello, Anthony
- Hillstead, Erika
- Tiffany, James

3. Petitioner and Respondents further agree that the following teachers layoff notice will be partially rescinded to reflect the following rescissions:

- Pozar, Maria .6
- Johnson, Debra .6
- Fernandez, Rosie .6
- Rains, Elisa .8
- Keehn, Marie .6

1 This stipulation reflects the agreement of the parties hereto and is binding upon the
2 signing by legal counsel for both parties.

3 Executed April 7, 2011 by:

4
5 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
6 A Professional Corporation

7
8 By 

9 Marie A. Nakamura
Attorneys for Tracy Unified School District

10 DRISCOLL & ASSOCIATES

11
12 By 

13 Thomas J. Driscoll, Jr.
14 Attorneys for Respondents
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BEFORE THE
BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT
STATE OF CALIFORNIA

IN THE MATTER OF THE REDUCTION
IN FORCE OF CERTIFICATED STAFF OF
THE TRACY UNIFIED SCHOOL
DISTRICT,

OAH No. 2011030113

Respondents.

DECISION

The attached Proposed Decision as amended of the Administrative Law Judge is hereby adopted by the Tracy Unified School District as its Decision in the above-entitled matter.

This Decision shall become effective on _____.

IT IS SO ORDERED _____.
